

**UNION OF SOUTH AFRICA
and
UNITED KINGDOM OF GREAT BRITAIN AND
NORTHERN IRELAND**

**Agreement in connexion with the establishment of civil air services
between the Union and the United Kingdom (with annex). Signed
at Pretoria, on 26 October 1945**

Official texts: English and Afrikaans

Registered by the International Civil Aviation Organization on 5 October 1950.

**UNION SUD-AFRICAINE
et
ROYAUME-UNI DE GRANDE-BRETAGNE ET
D'IRLANDE DU NORD**

**Accord relatif à l'établissement de services aériens civils entre l'Union
et le Royaume-Uni (avec annexe). Signé à Prétoria, le 26 octobre
1945**

Textes officiels anglais et afrikaans.

Enregistré par l'Organisation de l'aviation civile internationale le 5 octobre 1950.

NO. 927. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNION OF SOUTH AFRICA AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND IN CONNEXION WITH THE ESTABLISHMENT OF CIVIL AIR SERVICES BETWEEN THE UNION AND THE UNITED KINGDOM. SIGNED AT PRETORIA, ON 26 OCTOBER 1945

FOR THE GOVERNMENT OF THE UNION OF SOUTH AFRICA: Field Marshal The Right Honourable Jan Christian Smuts, C.H., K.C., D.T.D., M.P., Prime Minister, Minister of External Affairs and of Defence for the Union of South Africa.

FOR THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND: The Honourable Sir Evelyn Baring, K.C.M.C., High Commissioner in the Union of South Africa, for His Majesty's Government in the United Kingdom.

It being in the interests of public convenience and necessity that direct air communications should be re-established as soon as the military situation permits between the Union of South Africa and the United Kingdom of Great Britain and Northern Ireland:

And it having been recommended at the International Civil Aviation Conference held at Chicago in November and December, 1944, that Agreements for the operation of air services should contain clauses substantially in conformity with those set out in the draft form of standard agreement incorporated in Section VIII of the Final Act² of the Conference entitled "Form of Standard Agreement for Provisional Air Routes":

The Government of the Union of South Africa of the one part and the Government of the United Kingdom of the other (hereinafter called the Contracting Parties) have agreed as follows:

- (1) Each Contracting Party grants to the other for the purpose of the establishment of the civil air services herein described, the rights specified in the Annex to this Agreement.
- (2) Each Contracting Party grants within its territory to the designated airline of the other shown in the Annex to this Agreement the operating permission designated therein, along the route therein described.

¹ Came into force on 26 October 1945, by signature.

² International Civil Aviation Conference, Chicago, Illinois, 1 November to 7 December 1944. *Final Act and Related Documents*, United States of America, Department of State publication 2282, Conference Series 64.

(3) The Contracting Parties agree that:

- (a) the charges which either may impose or permit to be imposed on the designated airline of the other 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;
- (b) fuel, lubricating oils and spare parts introduced into the territory of either Contracting Party by the other or by the nationals of the other and intended solely for use by aircraft of the designated airline of the other party operated on the Air Service described in the Annex shall be accorded national and most-favoured-nation treatment with respect to the imposition of customs dues, inspection fees or other national duties or charges by the Contracting Party whose territory is entered;
- (c) the fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board aircraft of the designated airline of either Contracting Party authorized to operate the routes and services described in the Annex shall, upon arriving in or leaving the territory of the other Contracting Party, be exempt from customs inspection fees or similar duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.

(4) Each Contracting Party agrees to recognize as valid the certificates of airworthiness, certificates of competency and licences issued or rendered valid by the other, for the purpose of operating the air services described in the Annex, provided that (a) such certificates and licences satisfy the minimum standards set out in the Annexes to the Convention for the regulation of Aerial Navigation, Paris, 1919, or such other International Convention as may take its place and (b) either Contracting Party may refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licences issued or rendered valid to its own nationals by the other or any other country.

(5) The Contracting Parties agree that:-

- (a) the laws and regulations of each relating to the admission to 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 be applied to the aircraft of the other without distinction as to nationality and shall be complied with by such aircraft upon entering or departing from or while within the territory

of that Contracting Party;

- (b) the laws and regulations of the one Contracting Party as to the admission to or departure from its territory of passengers, crew or cargo of aircraft, such as those relating to entry, departure, immigration, passports, customs and quarantine shall be complied with by or on behalf of such passengers, crew or cargo on board aircraft of the other upon entrance into or departure from or while within the territory of the first-mentioned party.
- (6) Each Contracting Party reserves the right to withhold or revoke a certificate or permit in respect of the designated airline of the other if when operating in or over the territory of the first Contracting Party it fails to comply with the laws mentioned in Article 5 which are in force in that territory or to perform its obligations described in the Annex to this Agreement.
- (7) Each Contracting Party agrees that this Agreement and all contracts connected therewith shall be registered with the Provisional International Civil Aviation Organization.
- (8) Each Contracting Party agrees that if any matter in dispute under this Agreement, whether of interpretation or of application, cannot be settled by negotiation, it shall be referred for decision to an Arbitral Tribunal. The composition of this Tribunal shall be determined by agreement between the Contracting Parties.
- (9) This Agreement may be terminated by one Contracting Party giving one year's notice to the other. Such notice may be given at any time after a period of two months to allow for consultation between the two Contracting Parties. This Agreement shall also be subject to review upon the entry into force of a general multilateral convention to which the Contracting Parties have adhered.

SIGNED in duplicate at Pretoria on the twenty-sixth day of October, 1945, in the English and Afrikaans languages, both texts being equally authentic.

For the Government of the Union of South Africa:

(Signed) J. C. SMUTS

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

(Signed) E. BARING

ANNEX

1. The airlines designated for the purpose of the operation of the air services on the route specified in paragraph 2 below shall be: —

For the Government of the Union of South Africa: —

South African Airways (S.A.R. & H.)

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

The British Overseas Airways Corporation.

2. The route to be followed by the designated airlines of the Contracting Parties and in respect of which the rights set out in this Agreement are accorded shall be: —

A United Kingdom airport — a Mediterranean airport — Cairo — Khartoum — Nairobi — Salisbury — Johannesburg.

The Contracting Parties may, however, vary the intermediate stopping places or the terminals of the route by mutual agreement and subject to the consent, as necessary, of other countries whose territory is traversed.

3. Each Contracting Party grants to the other in respect of its own territory the right to pick up and set down traffic for or from any destination on the route.
4. The Contracting Parties shall agree the type of aircraft to be operated by the designated airlines for the air services on the route specified in paragraph 2 above. Initially the aircraft shall be of the York type.
5. Having regard to public convenience and necessity, to the traffic offering for carriage between the United Kingdom on the one hand and the Union on the other and to the maintenance of broad equilibrium between capacity and traffic offering on the route, the Contracting Parties agree that the capacity to be operated from time to time shall be related to traffic requirements, and the frequencies determined between the operators subject to the approval of the Contracting Parties.
6. The Contracting Parties further agree that the total route capacity provided by aircraft of the type specified operating the agreed number of frequencies shall be divided equally between the designated airlines of the two Contracting Parties. If, however, actual traffic interest no longer justifies such equal division, it shall be competent for either of the Contracting Parties to request a new division in such proportions as may be agreed upon to accord therewith. If, further, one of the Contracting Parties may decide that its designated airline will not, permanently or for a defined period, operate, in full or in part, that number of services which would provide capacity on the route equal to that which under this paragraph it is or may be entitled, that Contracting Party may arrange with the other Contracting Party, under terms and conditions to be agreed between them, for the designated airline of such other Contracting Party to provide the additional capacity on the route necessary for the operation of the full schedule of services agreed between them from time to time.

7. The Contracting Parties shall arrange for the designated airlines to confer with a view to reaching agreement with each other and with the airlines of any other States that may also be operating along the whole or any part of the route designated in paragraph 2 of this Annex concerning the tariffs to be charged for the carriage of passengers and cargo. Any tariffs that the airlines concerned may agree among themselves shall be subject to the approval of the Contracting Parties. In the event of disagreement between the designated airlines of the Contracting Parties, the tariffs shall be agreed between the Contracting Parties themselves.
8. Each Contracting Party shall arrange for the provision in its own territory of the ground organization and facilities required for the operation of the air services.
9. The revenue (other than revenue from mails) accruing from the operation of the air services shall be pooled and allocated between the respective airlines in proportions agreed between them and approved by the Contracting Parties. Revenue from conveyance of mails shall be dealt with under arrangements to be agreed from time to time, between the Contracting Parties.
10. Expenditure incurred by the designated airlines in the operation of the services covered by this agreement shall be dealt with under arrangements to be agreed from time to time between the designated airlines, subject to the approval of the Contracting Parties.
11. For the purposes of this Agreement the territory of a Contracting Party in relation to —
 - (a) the Government of the United Kingdom of Great Britain and Northern Ireland shall be regarded as including the United Kingdom, Malta, Uganda, Kenya, Tanganyika, Northern Rhodesia, Nyasaland and the Bechuanaland Protectorate; and
 - (b) the Government of the Union of South Africa shall be regarded as including the mandated territory of South West Africa.

(Initialled) J. C. S.
E. B.