

No. 932

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

Agreement for air services between and beyond their respective territories (with schedules and exchanges of notes). Signed at Lima, on 22 December 1947

Official texts: English and Spanish.

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

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

Accord relatif aux services aériens entre leurs territoires respectifs et au-delà (avec tableaux et échanges de notes). Signé à Lima, le 22 décembre 1947

Textes officiels anglais et espagnol.

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

No. 932. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE REPUBLIC OF PERU FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES. SIGNED AT LIMA, ON 22 DECEMBER 1947

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

Being parties to the Convention on International Civil Aviation opened for signature at Chicago on the 7th day of December, 1944,² and

Desiring to conclude an Agreement for the purpose of establishing air services between and beyond the territories of the United Kingdom and Perú,

Have accordingly appointed the undersigned plenipotentiaries for this purpose, who, being duly authorised to that effect by their respective Governments, 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 7th 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 and 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 Perú, the Minister of Aeronautics, and any person or body authorised to perform the functions presently exercised by the said Minister or similar functions;

(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 the airline designated by

¹ Came into force on 22 December 1947, 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; Volume 33, page 352; Volume 44, page 346, and Volume 51, page 336.

it in accordance with Article 3 of the present Agreement for the routes specified in such notification;

(d) 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;

(e) The terms "territory," "air service," "international air service," "airline," and "stop for non-traffic purposes" shall have the meanings respectively assigned to them in Articles 2 and 96 of the Convention.

Article 2

Both Contracting Parties being parties to the Convention, Articles 11, 13, 15, 24, 32, 33 and 83 of the Convention, being now in force, shall remain in force in their present form between the Contracting Parties for the duration of the present Agreement, unless both Contracting Parties ratify any amendment of 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.

Article 3

(1) Each Contracting Party shall designate in writing to the other Contracting Party one or more airlines for the purpose of operating by virtue of the present Agreement services on the routes specified in the Schedule to the present Agreement (hereinafter respectively referred to as the agreed services and the specified routes).

(2) On receipt of the designation, the other Contracting Party shall, subject to the provisions of paragraph (3) of this Article and of Article 4 of the present Agreement, without delay grant to the airline or airlines designated the appropriate operating permission.

(3) 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.

(4) At any time after the provisions of paragraphs (1) and (2) of this Article have been complied with, an airline so designated and authorised may begin to operate the agreed services.

Article 4

(1) Each Contracting Party shall have the right, after consultation with the other Contracting Party, to refuse to accept the designation of an airline and to withhold or revoke the grant to an airline of the rights specified in Article 5 of 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 substantial ownership and

effective control of that airline are not 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 Article 5 of 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 to operate in accordance with the conditions prescribed in the present Agreement.

Article 5

(1) Subject to the provisions of the present Agreement, the airlines designated by each Contracting Party shall enjoy, while operating the agreed services, the rights (a) to fly their aircraft across the territory of the other Contracting Party, (b) to make stops therein for non-traffic purposes and (c) to make stops therein for the purpose of putting down and taking on international traffic in passengers, cargo and mail.

(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 6

(1) There shall be fair and equal opportunity for the 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 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 close relationship to the requirements of the public for transportation on the specified routes, and shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to carry the current and reasonably anticipated requirements for the carriage of passengers, cargo and mail between the territory of the Contracting Party designating the airline and the country of ultimate destination of the traffic. Provision for the carriage of passengers, cargo and mail both taken up and put down at points on the specified routes in the territories of States other than that designating the airline shall be made in accordance with the general principles that capacity shall be related to:

- (i) traffic requirements between the country of origin and the countries of destination;

- (ii) the requirements of through airline operation; and
- (iii) traffic requirements of the area through which the airline passes, after taking account of local and regional services.

Article 7

A designated airline of one Contracting Party may only make a change of gauge at a point in the territory of the other Contracting Party 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 connexion with the aircraft of larger capacity and shall be scheduled so to do; the former 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 6 of the present Agreement shall govern all arrangements made with regard to change of gauge.

Article 8

The aeronautical authorities of each Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request:

- (a) such traffic statistics as may be appropriate for the purpose of reviewing the frequency and capacity of the agreed services; and
- (b) such periodic statements as may be reasonably required, relating to the traffic carried by its designated airlines on services to, from or through the territories of the other Contracting Party, including information concerning the origin and destination of such traffic.

Article 9

(1) The tariffs to be charged on any of the agreed services 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. These tariffs shall be determined in accordance with the following provisions of this Article.

(2) The tariffs shall, if possible, be agreed in respect of each route between the designated airlines concerned, in consultation with other airlines operating on the same route or any section thereof. Such agreement shall, where possible, be reached through the rate-fixing machinery of the International Air Transport Association. The tariffs so agreed shall be subject to the approval of the Contracting Parties.

(3) In the event of disagreement between the designated airlines concerning the tariffs, the Contracting Parties shall endeavour to determine them by agreement between themselves.

(4) If the Contracting Parties should fail to agree, the matter shall be referred to arbitration, as provided in Article 10 of the present Agreement.

Article 10

(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 appointed by agreement between them or to some other person or body;
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 hereinafter be established within the International Civil Aviation Organisation 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 that Contracting Party or to the designated airline in default.

Article 11

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 12

(1) A designated airline of either Contracting Party may on any or all flights omit calling at any point or points on any specified route.

(2) If either of the Contracting Parties considers it desirable in any other way to modify the terms of the present Agreement, it may request consultation between the aeronautical authorities of the two Contracting Parties and such consultation shall begin within 60 days from the date of the request. When the aforesaid authorities agree to modifications to the present Agreement, such modifications shall come into effect when they have 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 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 by their respective Governments, have signed the present Agreement and affixed thereto their seals.

DONE this twenty-second day of December of the year nineteen hundred and forty-seven in duplicate at Lima in the English and Spanish languages, both texts being equally authentic.

[L.S.]	John C. DONNELLY His Britannic Majesty's Chargé d'Affaires
[L.S.]	Robert P. WILLOCK Air Vice-Marshal
[L.S.]	Enrique GARCÍA SAYÁN Ministro de Relaciones Exteriores y Culto
[L.S.]	Armando REVOREDO I. Ministro de Aeronáutica

SCHEDULE I

ROUTES TO BE OPERATED BY THE AIRLINE OR AIRLINES DESIGNATED BY THE
AUTHORITIES OF THE UNITED KINGDOM ¹

1. From London via Lisbon or Madrid and the Azores and thence either—

- (a) via Antigua and/or Trinidad and Carácas, or
- (b) via Bermuda, Nassau and/or Jamaica,

and thence via Colombia or Panamá, Ecuador to Lima and, if desired, to such other points in Peruvian territory as may be subsequently agreed and thence to Santiago de Chile and thence to points to the West thereof; in both directions.

2. From Nassau and/or Jamaica, via Colombia or Panamá, Ecuador, to Lima and, if desired, to such other points in Peruvian territory as may be subsequently agreed and thence to Santiago de Chile and, if desired, to such point or points beyond as may be subsequently agreed; in both directions.

(Initialled)

SCHEDULE II

ROUTES TO BE OPERATED BY THE AIRLINE OR AIRLINES DESIGNATED BY THE
AUTHORITIES OF THE REPUBLIC OF PERU ²

1. From a point or points in Peruvian territory via Panamá, Nassau, Washington and/or New York to Montreal; in both directions.

2. From a point or points in Peruvian territory via Panamá
and either

- (a) via Jamaica, Bermuda
or

- (b) via Havana, Nassau, Bermuda

and thence in either case via the Azores, Lisbon or Madrid to London and thence to such point or points beyond in Europe as may be subsequently agreed; in both directions.

3. From a point or points in Peruvian territory via Panamá
and either

- (a) via Jamaica, Bermuda
or

- (b) via Havana, Nassau, Bermuda

and thence in either case via the Azores, Lisbon or Madrid to Paris or Rome and points beyond; in both directions.

(Initialled)

¹ Notice will be given by the aeronautical authorities of the United Kingdom to the aeronautical authorities of the Republic of Perú of the route service patterns according to which services will be inaugurated on these routes.

² Notice will be given by the aeronautical authorities of the Republic of Perú to the aeronautical authorities of the United Kingdom of the route service patterns according to which services will be inaugurated on these routes.

EXCHANGES OF NOTES

I

*The Peruvian Minister for Foreign Affairs to His Majesty's
Chargé d'Affaires at Lima*

SPANISH TEXT — TEXTE ESPAGNOL

Lima, 22 de diciembre de 1947

Señor Encargado de Negocios,

Al firmarse hoy el Acuerdo entre los Gobiernos de la República del Perú y del Reino Unido de Gran Bretaña e Irlanda del Norte relativo a la operación de servicios aéreos entre y más allá de sus respectivos territorios, tengo a honra informar a Vuestra Señoría, que el Gobierno peruano no se encuentra todavía en aptitud de designar, para los propósitos del Acuerdo, una línea aérea de propiedad substancial y controlada efectivamente por el Gobierno peruano o por personas de nacionalidad peruana.

Sin embargo, el Gobierno del Perú entiende que el Gobierno del Reino Unido, a pesar de los términos del Artículo 4 (1) de dicho Acuerdo, aceptará para los propósitos del Convenio, la designación de la línea aérea "Peruvian International Airways", sujeta a las siguientes condiciones:

- (a) Que la propiedad substancial de "Peruvian International Airways" se adquirirá, y que el control efectivo de la "Peruvian International Airways" será asumido, tan pronto como sea prácticamente posible, por el Gobierno peruano o por personas de nacionalidad peruana.

TRANSLATION ¹ — TRADUCTION ²

Lima, 22nd December, 1947

Sir,

On signature this day of the Agreement between the Government of the Republic of Perú and the Government of the United Kingdom of Great Britain and Northern Ireland, regarding the operation of air services between and beyond their respective territories, I have the honour to inform you that the Peruvian Government are not yet in a position to designate for the purposes of the Agreement an airline which is substantially owned and effectively controlled by the Peruvian Government or by Peruvian nationals.

It is, however, the understanding of the Peruvian Government that the Government of the United Kingdom will, notwithstanding the terms of Article 4 (1) of the said Agreement, accept the designation for the purposes of the Agreement of the airline known as Peruvian International Airways, subject to the following conditions: —

- (a) That substantial ownership of Peruvian International Airways shall be acquired and effective control of Peruvian International Airways shall be assumed as soon as practicable either by the Peruvian Government or by Peruvian nationals.

¹ Translation by the Government of the United Kingdom.

² Traduction du Gouvernement du Royaume-Uni.

(b) Que, hasta que la condición precedente sea llevada a cabo, la mayoría del control de la "Peruvian International Airways" (como está actualmente constituida) no estará en posesión del Gobierno o de nacionales de cualquier otro país que no sea el Perú.

Si el Gobierno del Reino Unido está dispuesto a confirmar lo expresado, la presente Nota y su contestación al respecto se tendrán como un Convenio sobre este asunto entre el Gobierno peruano y el Gobierno del Reino Unido.

Aprovecho, &c.

(Firmado) E. GARCÍA SAYÁN

(b) That, until the foregoing conditions shall have been fulfilled, the majority control in Peruvian International Airways (as at present constituted) shall not be held by the Government or nationals of any one country other than Perú.

If the Government of the United Kingdom are willing to confirm this understanding, I have the honour to suggest that the present Note and your reply to that effect should constitute an Agreement between the Peruvian Government and the Government of the United Kingdom in this matter.

I avail, &c.

(Signed) E. GARCÍA SAYÁN

II

*His Majesty's Chargé d'Affaires at Lima to the Peruvian Minister
for Foreign Affairs*

BRITISH EMBASSY, LIMA

22nd December, 1947

Your Excellency,

I have the honour to acknowledge receipt of Your Excellency's Note of this day's date regarding the Agreement concerning the operation of air services signed by us to-day and to confirm the understanding set forth therein with regard to the designation for the purposes of the Agreement of the airline known as Peruvian International Airways, namely: —

[See note I]

2. In accordance with the suggestion made in paragraph 3 of Your Excellency's Note, I have the honour to inform Your Excellency that the Note and present reply thereto shall be regarded as constituting an Agreement between the Government of the United Kingdom and the Peruvian Government in this matter.

I avail, &c.

(Signed) John C. DONNELLY

III

*The Peruvian Minister for Foreign Affairs to His Majesty's
Chargé d'Affaires at Lima*

SPANISH TEXT — TEXTE ESPAGNOL

TRANSLATION ¹ — TRADUCTION ²

Lima, 22 de diciembre de 1947

Lima, 22nd December, 1947

Señor Encargado de Negocios,

Sir,

Tengo a honra dirigirme a Vuestra Señoría en relación con el Acuerdo suscrito hoy entre nuestros dos Gobiernos, relativo a servicios de transporte aéreo, con el objeto de transmitirle, de conformidad con una solicitud del Ministerio de Aeronáutica, cierta información relativa a las rutas aéreas que fueron considerados durante las negociaciones.

I have the honour to address you on the occasion of the signature to-day of the Agreement between our two Governments relating to air transport services, in order to transmit to you, in compliance with a request of the Ministry of Aeronautics, certain information relating to air routes which were considered during the negotiations.

El Gobierno del Perú contempla solicitar del Gobierno del Reino Unido una consulta de conformidad con el artículo 12 (2) del Acuerdo de que se trata, pidiendo la modificación del plan de rutas anexo para incluir una propuesta ruta entre el Perú y el Continente europeo vía Estados Unidos de América, Canadá, Terranova e Irlanda, que sería operada por una línea aérea o líneas aéreas designadas por el Gobierno del Perú.

The Government of Perú contemplates asking the Government of the United Kingdom for consultation, in accordance with Article 12 (2) of the Agreement referred to above, regarding modification of the Schedules of Routes to include a proposed route between Perú and the continent of Europe via the United States of America, Canada, Newfoundland and Eire, which would be operated by an airline or airlines designated by the Government of Perú.

Estimaré a Vuestra Señoría se sirva acusar recibo de esta nota.

I am to request that you should be so good as to acknowledge receipt of this note.

Aprovecho, &c.

I avail, &c.

(Firmado) E. GARCÍA SAYÁN*(Signed)* E. GARCÍA SAYÁN

¹ Translation by the Government of the United Kingdom.

² Traduction du Gouvernement du Royaume-Uni.

IV

*His Majesty's Chargé d'Affaires at Lima to the Peruvian Minister
for Foreign Affairs*

BRITISH EMBASSY, LIMA

22nd December, 1947

Your Excellency,

With reference to the negotiations leading up to the Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Perú relating to air transport services between British and Peruvian territories, I have the honour to acknowledge the receipt of Your Excellency's Note.

If the occasion should arise, the Government of the United Kingdom will be prepared to consult with the Peruvian Government in accordance with Article 12 (2) of the Agreement, regarding modification of the Schedules of Routes attached to the present Agreement.

I avail, &c.

(Signed) John C. DONNELLY

V

*His Majesty's Chargé d'Affaires at Lima to the Peruvian Minister
for Foreign Affairs*

BRITISH EMBASSY, LIMA

22nd December, 1947

Your Excellency,

With reference to the Agreement signed to-day between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Republic of Perú relating to air transport services between British and Peruvian territories, I have the honour to inform Your Excellency that the grant of facilities desired by Your Excellency's Government at Kindley Field, Bermuda, on the second and third routes specified in Schedule II of the Schedules of Routes attached to the Agreement referred to above, is subject to the conclusion of a suitable Agreement between the Government of the United Kingdom and the Government of the United States of America regulating the use, by civil aircraft of third parties, of airfields on bases in British territory leased to the Government of the United States.

The Agreement between the United Kingdom and the United States which is at present under consideration by the two Governments, does not contemplate discrimination, on grounds of nationality, in the grant of rights or facilities to civil aircraft of third parties using such airfields, provided that such third parties grant equivalent rights or facilities to civil aircraft of the two Governments.

I avail, &c.

(Signed) John C. DONNELLY

VI

The Peruvian Minister for Foreign Affairs to His Majesty's Chargé d' Affaires at Lima

SPANISH TEXT — TEXTE ESPAGNOL

TRANSLATION¹ — TRADUCTION²

Lima, 22 de diciembre de 1947

Lima, 22nd December, 1947

Señor Encargado de Negocios,

Sir,

Tengo a honra avisar recibo a Vuestra Señoría de su atenta Nota, dirigida con ocasión del Acuerdo firmado hoy entre el Gobierno de la República del Perú y el Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte, relativo a servicios de transporte aéreo entre territorios británicos y peruanos, y cuyo texto es el siguiente:

I have the honour to acknowledge receipt of your appreciated Note addressed to me on the occasion of the Agreement which has been signed to-day between the Government of the Republic of Perú and the Government of the United Kingdom of Great Britain and Northern Ireland relating to air transport services between Peruvian and British territories and which reads as follows: —

[Véase nota V]

[See note V]

En respuesta, tengo a honra informar a Vuestra Señoría que mi Gobierno ha tomado nota de la condición bajo la cual una línea aérea o líneas aéreas designadas por el Gobierno del Perú pueden usar el aeropuerto de Kindley Field, Bermuda.

In reply, I have the honour to inform you that my Government has taken note of the condition, subject to which an airline or airlines designated by the Peruvian Government may use Kindley Field, Bermuda.

Aprovecho, &c.

I avail, &c.

(Firmado) E. GARCÍA SAYÁN

(Signed) E. GARCÍA SAYÁN

¹ Translation by the Government of the United Kingdom.

² Traduction du Gouvernement du Royaume-Uni.