

No. 1313

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

Agreement relating to air services between their respective territories (with annex and exchange of notes). Signed at Rome, on 25 June 1948

Official texts: English and Italian.

Registered by the International Civil Aviation Organization on 18 July 1951.

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

Accord relatif à l'établissement de services aériens entre leurs territoires respectifs (avec annexe et échange de notes). Signé à Rome, le 25 juin 1948

Textes officiels anglais et italien.

Enregistré par l'Organisation de l'aviation civile internationale le 18 juillet 1951.

No. 1313. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM AND THE GOVERNMENT OF THE ITALIAN REPUBLIC RELATING TO AIR SERVICES BETWEEN THEIR RESPECTIVE TERRITORIES. SIGNED AT ROME, ON 25 JUNE 1948

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

Being parties to the Convention on International Civil Aviation of the seventh day of December, 1944² drawn up at Chicago, and

Desiring to conclude an Agreement for the purpose of establishing and regulating on a basis of reciprocity air services between and beyond United Kingdom and Italian Republic territories and of replacing existing provisional arrangements between the two 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 of the seventh day of December, 1944, drawn up at Chicago 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, or any person or body authorised to perform any functions presently exercised by the said Minister or similar functions and, in the case of the Italian Republic, the Ministry of Defence-Air (Directorate-General of Civil Aviation and Air Traffic) or any person or body authorised to perform the functions presently exercised by that Ministry or or similar functions;

(c) the term “ airline ” means any air transport enterprise offering or operating an international air service;

¹ Came into force provisionally on 25 June 1948, as from the date of signature, and became definitive on 24 October 1950, pursuant to an exchange of notes, in accordance with article 15.

² United Nations, *Treaty Series*, Vol. 15, p. 295; Vol. 26, p. 420; Vol. 32, p. 402; Vol. 33, p. 352; Vol. 44, p. 346, and Vol. 51, p. 336.

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

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

Article 2

For the purpose of the present Agreement, and to the extent to which they are applicable to the air services established under the present Agreement, Articles 11, 13, 15, 24, 31, 32, 33 and 83 of the Convention shall remain in force in their present form and content between the Contracting Parties for the duration of the Agreement as if they were an integral part of it. Provided that, if both Contracting Parties ratify any amendment to these Articles which shall have come into force in accordance with Article 94 of the Convention, the Articles as amended shall remain in force for the remainder of 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 within their territory to the operations of airlines in conformity with the provisions of the Convention.

(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 or 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 a designated 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 a designated 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 in the said territory for non-traffic purposes, and
- (c) to make stops in the said territory at the points specified in the Schedule to the present Agreement 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 (cabotage).

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 traffic in passengers, cargo and mail in both directions 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—

- (a) traffic requirements between the country of origin and the countries of destination;
- (b) the requirements of through airline operation (*esercizio di servizi aerei a lungo percorso*); and
- (c) traffic requirements of the area through which the airline passes after taking account of other air transport services operated by airlines of States comprising the area.

Article 7

In so far as the airline or airlines of one Contracting Party may be temporarily prevented through difficulties arising from the war from taking immediate advantage of the opportunity referred to in paragraph (1) of Article 6 of the present Agreement the situation shall be reviewed between the Contracting Parties with the object of facilitating the necessary development of the air services of the first Contracting Party as soon as the airline or airlines of that Contracting Party is or are in a position increasingly to make their proper contribution to the service.

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 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 territory of that 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 costs of operation, reasonable profit, difference of characteristics of service (including standards of speed and accommodation) and the tariffs charged by other airlines on the whole or any part of the route. These tariffs shall be determined in accordance with the following provisions of this Article.

(2) The tariffs shall, where possible, be agreed in respect of each route by recourse to the International Air Transport Association (I.A.T.A.). Where this is not possible, the designated airlines concerned shall seek agreement in consultation with other airlines operating on the same route or any section thereof. 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 hereafter be established within the International Civil Aviation Organisation (I.C.A.O.) 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 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 commercial rights for 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. Notice of such omission shall be given without delay to the aeronautical authorities of the other Contracting Party, except in the case of individual flights.

(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

It is the intention of both Contracting Parties that there should be regular and frequent consultation between their respective aeronautical authorities and that there should thereby be close collaboration in the observance of the principles and the implementation of the provisions outlined in the present Agreement.

Article 14

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 acknowledgment of receipt, notice shall be deemed to have been received fourteen days after its receipt by the Council of the International Civil Aviation Organisation.

Article 15

The present Agreement shall enter into force provisionally on the date of signature, and definitively as soon as the constitutional requirements of both Contracting Parties have been fulfilled. Immediate notification of the fulfilment of its constitutional requirements shall be given by each Contracting Party to the other.

IN WITNESS WHEREOF the undersigned plenipotentiaries, being duly empowered, have signed the present Agreement and affixed thereto their seals.

DONE this twenty-fifth day of June, 1948, in duplicate, at Rome in the English and Italian languages, both texts being equally authentic.

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

For the Government of the Italian
Republic :

[L.S.] V. A. L. MALLET

[L.S.] SFORZA

SCHEDULE

I

ROUTES TO BE OPERATED BY THE AIRLINE OR AIRLINES DESIGNATED BY THE GOVERNMENT OF THE ITALIAN REPUBLIC

- (a) Points in Italy-Paris-London.
- (b) Points in Italy-London-Manchester or Liverpool.
- (c) Points in Italy-Malta-Tripoli.
- (d) Points in Italy-Cairo-Asmara-Mogadishu-Nairobi.
- (e) Points in Italy-Tripoli-Kano or Lagos-Leopoldville-a point in the Union of South Africa.
- (f) Points in Italy-Shannon-Gander-New York.
- (g) Points in Italy-Lisbon-Azores-Bermuda and points beyond to be agreed.

II

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

- (a) Points in the United Kingdom-Marseilles-Rome or Augusta-Middle East-Pakistan-India-Far East-Australia-New Zealand.
- (b) Points in the United Kingdom-Marseilles-Rome or Augusta-Middle East-Sudan-Kenya-Northern Rhodesia-Southern Rhodesia-the Union of South Africa.
- (c) Points in the United Kingdom-Marseilles-Rome-Athens-Cyprus-Lyddah-Bagdad-Teheran.
- (d) Points in the United Kingdom-Intermediate points-Milan-Rome-Naples-Malta.
- (e) Points in the United Kingdom-Intermediate points-Milan-Rome-Naples-Athens-Cyprus-Istanbul-Ankara.
- (f) Malta-Catania-Palermo-Naples-Rome.

EXCHANGE OF NOTES

I

*His Majesty's Ambassador at Rome to the Italian Minister of
Foreign Affairs*

Rome, 25th June, 1948

M. le Ministre,

With reference to the Agreement relating to air services signed on this day's date between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Italian Republic, I have the honour to inform your Excellency that the Government of the United Kingdom are prepared, in respect of those territories in Africa which are at present under British military occupation, to accord to an airline or airlines designated by the Italian Government the treatment set out in the following paragraphs of this Note on the conditions specified therein.

2. The rights accorded in the territories to any airline designated by the Italian Government shall be provisional and shall in any event be terminated automatically on the expiry of the Agreement referred to above or when the said British military authorities cease to be responsible for the administration of the territories, whichever is the earlier.

3. Subject to the provisions of the said Agreement and this Note, an airline designated by the Italian Government, when operating scheduled international air services on the routes specified in paragraph 4 below, shall enjoy at Tripoli (Castel Benito), Asmara and Mogadishu, as the case may be, the rights specified in Article 5 of the Agreement; traffic carried between any of these points on the one hand and points in United Kingdom territory or elsewhere on the other shall be deemed to be international traffic.

4. The routes on which the airline shall enjoy the rights mentioned in paragraph 3 above are :—

- (a) Points in Italy—Malta—Tripoli.
- (b) Points in Italy—Tripoli—Kano or Lagos—Leopoldville—a point in the Union of South Africa.
- (c) Points in Italy—Cairo—Asmara—Mogadishu—Nairobi.
- (d) Points in Italy—Cairo—Khartoum—Asmara.

5. The British military authorities reserve the right to impose for reasons of security or military necessity proportionate restrictions on the number of landings made by civil aircraft, including those of any airline designated by the Italian Government.

6. The laws and regulations which the British military authorities may make concerning such matters as the entry into, departure from or navigation within the territories, entry, clearance, immigration, passports, customs, quarantine, currency, &c., shall be complied with by or on behalf of the aircraft, crew, passengers, and freight of the designated airline.

7. I shall be grateful to learn whether the terms of this Note are acceptable to the Italian Government. In that event I have the honour to suggest that this Note and your Excellency's reply to that effect should constitute an Agreement between our two Governments with effect from the coming into force of the Agreement.

I avail, &c.

(Signed) V. A. L. MALLET

II

ITALIAN TEXT — TEXTE ITALIEN

*The Italian Minister of Foreign Affairs to His Majesty's
Ambassador at Rome*

MINISTERO DEGLI AFFARI ESTERI

Roma, 25 giugno 1948

Signor Ambasciatore,

Con lettera in data odierna l'E. V. ha voluto comunicarmi quanto appresso :

« 1. Con riferimento all'Accordo relativo ai servizi aerei tra il Governo del Regno Unito di Gran Bretagna e Irlanda del Nord ed il Governo della Repubblica Italiana, firmato in data odierna, ho l'onore di informare V. E. che il Governo del Regno Unito è disposto, per quanto si riferisce a quei territori dell'Africa attualmente occupati dall'Autorità militare britannica, ad accordare ad una o più imprese di trasporto aereo designate dal Governo Italiano il trattamento indicato nei seguenti paragrafi della presente nota, alle condizioni in essa specificate.

« 2. I diritti accordati in detti territori ad ogni impresa di trasporto aereo designata dal Governo Italiano saranno di carattere provvisorio e verranno a cessare automaticamente in ogni caso allo scadere dell'Accordo

TRANSLATION¹ — TRADUCTION²

MINISTRY OF FOREIGN AFFAIRS

Rome, 25th June, 1948

M. l'Ambassadeur,

By Note of to-day's date Your Excellency has been good enough to communicate to me as follows :—

[See note I]

I have the honour to inform you that the Italian Government is in agreement with the foregoing.

I avail, &c.

(Signed) SFORZA

¹ Translation by the Government of the United Kingdom.

² Traduction du Gouvernement du Royaume-Uni.