

No. 1332

THAILAND
and
UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND

**Agreement for air services between and beyond their
respective territories (with annex and exchange of
notes). Signed at Bangkok, on 10 November 1950**

Official texts: Thai and English.

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

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

**Accord relatif aux services aériens entre leurs territoires
respectifs et au-delà (avec annexe et échange de notes).
Signé à Bangkok, le 10 novembre 1950**

Textes officiels thaï et anglais.

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

No. 1332. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE KINGDOM OF THAILAND AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES. SIGNED AT BANGKOK, ON 10 NOVEMBER 1950

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

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 Thai and United Kingdom 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 and 94 thereof;

(b) the term “ aeronautical authorities ” means, in the case of the Kingdom of Thailand, the Minister of Communications and any person or body authorised to perform any functions presently exercised by the said Minister or similar functions, and 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;

(c) the term “ designated airline ” means an airline which one Contracting party shall have designated, by written notification to the other Contracting

¹ Came into force on 10 November 1950, as from the date of signature, in accordance with article 13.

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.

Party, in accordance with Article 3 of the present Agreement, for the operation of air services on the routes specified in such notification;

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

(e) the terms "air services", "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 grants to the other Contracting Party the rights specified in the present Agreement for the purpose of establishing air services on the routes specified in the appropriate Section of the Schedule thereto (hereinafter called "the agreed services" and "the specified routes").

(2) Subject to the provisions of the present Agreement, the airlines designated by each Contracting Party shall enjoy, while operating an agreed service on a specified route, the following privileges:—

- (a) to fly without landing 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.

(3) Nothing in paragraph (2) of this Article shall be deemed to confer on the airlines of one Contracting Party the privilege of taking 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 3

(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 the agreed services on the specified routes.

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

(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 normally and reasonably applied by them in conformity with the provisions of the Convention to the operation of international commercial air services.

(4) 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 privileges specified in paragraph (2) of Article 2 of the present Agreement or to impose such conditions as it may deem necessary on the exercise by an airline of those privileges 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.

(5) Subject to the provisions of Article 6 of the present Agreement, 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.

(6) Each Contracting Party shall have the right to suspend the exercise by an airline of the privileges specified in paragraph (2) of Article 2 of the present Agreement or to impose such conditions as it may deem necessary on the exercise by an airline of those privileges in any case where the airline fails to comply with the laws or regulations of the Contracting Party granting those privileges or otherwise fails to operate in accordance with the conditions prescribed in the present Agreement; provided that, unless immediate suspension or imposition of conditions is essential to prevent further infringements of laws or regulations, this right shall be exercised only after consultation with the other Contracting Party.

Article 4

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 5

(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 country of destination of the traffic;
- (ii) traffic requirements of the area through which the airline passes, after taking account of other air transport services established by airlines of the States comprising the area; and
- (iii) the requirements of through airline operation.

Article 6

(1) The tariffs on any agreed service shall be established at reasonable levels, due regard being paid to all relevant factors, including cost of operation,

reasonable profit, characteristics of service (such as standards of speed and accommodation) and the tariffs of other airlines for any part of the specified route. These tariffs shall be determined in accordance with the following provisions of this Article.

(2) The tariffs including agency commission shall, if possible, be agreed in respect of each of the specified routes between the designated airlines concerned, in consultation with other airlines operating over the whole or part of that route. Where tariffs have been agreed by the International Air Transport Association these tariffs shall apply unless the designated airlines agree upon alternative tariffs. The tariffs so agreed shall be subject to the approval of the aeronautical authorities of both Contracting Parties.

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

(4) A designated airline of either Contracting Party shall file with the aeronautical authorities of both Contracting Parties any tariff determined under paragraph (2) of this Article which it proposes to establish, at least thirty days before the date on which it proposes that the tariff shall come into effect; provided that the aeronautical authorities of the Contracting Parties may in particular cases vary the period of thirty days.

(5) If the aeronautical authorities of one of the Contracting Parties are dissatisfied with a tariff filed in accordance with paragraph (4) of this Article they shall so notify in writing the aeronautical authorities of the other Contracting Party and any designated airline filing the tariff, within fifteen days of the date of filing or in particular cases within such other period as may be agreed by both authorities.

(6) After notification under paragraph (5) of this Article, the aeronautical authorities of both Contracting Parties shall endeavour to secure agreement on the tariff to be established.

(7) If the aeronautical authorities of the Contracting Parties cannot secure agreement, the dispute shall be settled in accordance with the provisions of Article 9 of the present Agreement.

(8) Each Contracting Party shall, within the limits of its legal powers, ensure that no tariff filed under paragraph (4) of this Article shall come into effect as long as the aeronautical authorities of either Contracting Party are dissatisfied with it.

(9) If no notification is given under paragraph (5) of this Article, a tariff filed under paragraph (4) of this Article shall come into effect after

the expiry of the period specified in paragraph (4) and shall remain in effect until

(a) the expiry of any period for which the aeronautical authorities of either Contracting Party may have approved its effectiveness; or

(b) a new or amended tariff shall have been established in accordance with the provisions of this Article in substitution therefor, whichever is the earlier.

(10) (a) A new or amended tariff determined in accordance with the provisions of paragraph (2) of this Article in substitution for an established tariff may be filed by a designated airline at any time, and the provisions of this Article shall apply thereto as if it were a first tariff; provided that the aeronautical authorities of the Contracting Parties may by agreement between them adopt procedures for the filing and establishment of amended tariffs within shorter periods than those specified in paragraphs (4) and (5) of this Article.

(b) The aeronautical authorities of one Contracting Party may, with the consent of the aeronautical authorities of the other Contracting Party, at any time require a designated airline to prepare a new or amended tariff for any specified route in respect of which it has been designated, and the provisions of paragraphs (1) to (9) of this Article shall then apply as if it were a first tariff.

Article 7

The aeronautical authorities of either Contracting Party shall supply to the aeronautical authorities of the other Contracting Party at their request such periodic or other statements of statistics as may be reasonably required for the purpose of reviewing the capacity provided in the agreed services by the designated airlines of the first Contracting Party. Such statements shall include all information required to determine the amount of traffic carried by those airlines on the agreed services and the origins and destinations of such traffic.

Article 8

There shall be regular and frequent consultation between the aeronautical authorities of the Contracting Parties to ensure close collaboration in all matters affecting the fulfilment of the present Agreement.

Article 9

(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 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 or privileges 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 as the case may be.

Article 10

(1) If either of the Contracting Parties considers it desirable to modify any provision of the present Agreement, such modification, if agreed between the Contracting Parties, shall come into effect when confirmed by an Exchange of Notes.

(2) In the event of the conclusion of any general multilateral convention concerning air transport by which both Contracting Parties become bound, the present Agreement shall be amended so as to conform with the provisions of such convention.

Article 11

Either Contracting Party may at any time give notice to the other if it desires to terminate the present Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organisation. If such notice is given, the present Agreement shall terminate twelve (12) months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this

period. In the absence of acknowledgment of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen (14) days after the receipt of the notice by the International Civil Aviation Organisation.

Article 12

The present Agreement and any Exchange of Notes in accordance with Article 10 shall be registered with the International Civil Aviation Organisation.

Article 13

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

IN WITNESS WHEREOF the undersigned plenipotentiaries, being duly authorised thereto by their respective Governments, have signed the present Agreement and affixed thereto their seals.

DONE this tenth day of November in the two thousand four hundred and ninety-third year of the Buddhist Era, corresponding to the nineteen hundred and fiftieth of the Christian Era, in duplicate at Bangkok in the Thai and English languages, both texts being equally authentic.

For the Government
of the Kingdom of Thailand :
(Signed) P. PIBULSONGGRAM
President of the Council of Ministers
Acting Minister of Foreign Affairs

For the Government
of the United Kingdom :
(Signed) R. WHITTINGTON
His Britannic Majesty's
Chargé d'Affaires

SCHEDULE

SECTION I

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

1. <i>Point of departure</i>	2. <i>Intermediate points (any one or more of the following)</i>	3. <i>Destination in United Kingdom territory</i>	4. <i>Points beyond (any one or more of the following, if desired)</i>
I. Bangkok	Rangoon; Calcutta; New Delhi; Karachi; Basra or Baghdad; Damascus or Beirut or Lydda or Cairo; to (a) Athens or Rome; Zurich or Geneva or Amsterdam; or (b) Tripoli or Tunis; Marseilles or Paris.	London	Points in Ireland; Points in Canada; Points in U.S.A.
II. Bangkok	Rangoon; Colombo; Bombay; Karachi; Basra or Baghdad; Damascus or Beirut or Lydda or Cairo; to (a) Athens or Rome; Zurich or Geneva or Amsterdam; or (b) Tripoli or Tunis; Marseilles or Paris.	London	Points in Ireland; Points in Canada; Points in U.S.A.
III. Bangkok		Hong Kong	
IV. Bangkok		Singapore	
V. Bangkok		Hong Kong	Points in China; Points in Japan; Points in Korea.
VI. Bangkok	Songkhla; Penang.	Singapore	Points in Indonesia; Points in Australia.

The designated airline or airlines of the Kingdom of Thailand 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 Thai territory.

SCHEDULE

SECTION II

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

1. <i>Point of departure</i>	2. <i>Intermediate points (any one or more of the following)</i>	3. <i>Destination in Thai territory</i>	4. <i>Points beyond (any one or more of the following, if desired)</i>
I. London	Zurich or Rome or Malta or Tripoli; Cairo or Lydda or Damascus or Beirut; Baghdad or Basra or Bahrein or Dhahran; Karachi; Bombay or New Delhi; Calcutta; Rangoon.	Bangkok	Hong Kong; Points in China; Points in Japan.
II. London	As in Route I	Bangkok	Singapore; Points in Indonesia; Points in Australia.
III. Hong Kong		Bangkok	Singapore;
IV. Hong Kong		Bangkok	Rangoon; Akyab; Chittagong; Dacca; Calcutta.
V. Singapore	Penang; Songkhla; Mergui.	Bangkok	Tavoy; Rangoon; Akyab; Chittagong; Dacca; Calcutta.

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.

EXCHANGE OF NOTES

I

BRITISH EMBASSY

BANGKOK

10th November, 1950

(13810/117/50)

Your Excellency,

With reference to the Agreement signed on this day's date between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the Kingdom of Thailand for scheduled air services between and beyond their respective territories (hereinafter referred to as "The Agreement"), I have the honour to inform Your Excellency that the Government of the United Kingdom are prepared, in respect of those territories in Africa known as Tripolitania and Cyrenaica which are at present under British Administration (hereinafter called "the territories") to accord to an airline or airlines designated by the Government of the Kingdom of Thailand for the purposes of the Agreement (hereinafter referred to as airlines designated by the Government of the Kingdom of Thailand) 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 Government of the Kingdom of Thailand shall be provisional only and shall be terminated automatically on the expiry of the Agreement referred to above or in respect of any one or more of the territories on the termination of the British Administration of such territory or territories, whichever is the earlier.

3. Subject to the provisions of the said Agreement and this Note, an airline designated by the Government of the Kingdom of Thailand when operating scheduled international air services on the route specified in Paragraph 4 below, shall enjoy the following privileges :—

- (a) To fly without landing across the territories;
- (b) To make stops at Tripoli for non-traffic purposes;
- (c) To make stops at Tripoli for the purpose of putting down and taking on international traffic in passengers, cargo and mail coming from or destined for other points on the said route. Traffic carried between Tripoli on the one hand and points in United Kingdom territory or elsewhere on the other hand shall be deemed to be international traffic.

4. The routes on which any airline designated by the Government of the Kingdom of Thailand shall enjoy the rights mentioned in paragraph (3) above are :—

<i>Points of departure</i>	<i>Intermediate points (any one or more of the following)</i>	<i>Destination in United Kingdom territory</i>	<i>Points beyond (any one or more of the following, if desired)</i>
I. Bangkok	Rangoon; Calcutta; New Delhi; Karachi; Basra or Baghdad; Damascus or Beirut or Lydda or Cairo; to (a) Athens or Rome; Zurich or Geneva or Amsterdam; or (b) Tripoli or Tunis; Marseilles or Paris.	London	Points in Ireland; Points in Canada; Points in U.S.A.
II. Bangkok	Rangoon; Colombo; Bombay; Karachi; Basra or Baghdad; Damascus or Beirut or Lydda or Cairo to (a) Athens or Rome; Zurich or Geneva or Amsterdam; or (b) Tripoli or Tunis; Marseilles or Paris.	London	Points in Ireland; Points in Canada; Points in U.S.A.

5. The British Administration of Tripolitania shall be under no obligation to keep open or to continue to operate the airport at Tripoli if for any reason they consider it desirable to close such an airport or to discontinue the operation thereof; neither shall the administration be under any obligation to maintain the airport at any particular standard or in any particular condition.

6. The right is reserved for the British Administrations of the territories at any time for reasons of security or of military necessity, or in exceptional circumstances, or during a period of emergency, or in the interests of public safety and with immediate effect, temporarily to restrict or prohibit the exercise of rights hereunder by aircraft of any airline designated by the Government of the Kingdom of Thailand. In case of war or if a state of emergency is declared in the territory of any of the British Administrations, complete freedom of action is reserved to the Administration.

7. The laws and regulations which are from time to time in force in the territories or in either of them concerning such matters as the entry into, departure from or navigation within the territories, entry clearance, immigration, passports, customs, quarantine, currency, etc., shall be complied with in so far as they are applicable by or on behalf of the aircraft, crew, passengers and freight of the designated airline.

8. I shall be grateful to learn whether the terms of this Note are acceptable to the Government of the Kingdom of Thailand. 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 for scheduled air services referred to above.

I avail myself of this opportunity to convey to Your Excellency the assurance of my highest consideration.

(Signed) R. WHITTINGTON
His Britannic Majesty's Chargé d'Affaires

His Excellency
Field-Marshal P. Pibulsonggram,
Président of the Council of Ministers
Acting Minister of Foreign Affairs
Bangkok

II

MINISTRY OF FOREIGN AFFAIRS
SARANROM PALACE

10th November, 1950

No. 20452/2493

Monsieur le Chargé d'Affaires,

I have the honour to acknowledge the receipt of your Note of today's date stating the conditions under which rights will be granted to an airline or airlines designated by the Government of the Kingdom of Thailand in the territories in Africa known as Tripolitania and Cyrenaica which are at present under British Administration. The terms of the Note are acceptable to the Government of the Kingdom of Thailand and, as you suggest, your Note and this reply will constitute an Agreement between our two Governments with effect from the coming into force of the Agreement for scheduled air services signed today to which you refer.

I avail myself of this opportunity, Monsieur le Chargé d'Affaires, to renew to you the assurance of my high consideration.

(Signed) P. PIBULSONGGRAM
President of the Council of Ministers
Acting Minister of Foreign Affairs

Monsieur Richard Whittington
His Britannic Majesty's Chargé d'Affaires
Bangkok