

No. 1374

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

**Agreement (with annex and exchange of notes) for air  
services between and beyond their respective terri-  
tories. Signed at London, on 5 April 1950**

*Official texts: English and French.*

*Registered by the United Kingdom of Great Britain and Northern Ireland on  
23 August 1951.*

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

**Accord (avec annexe et échange de notes) relatif aux ser-  
vices aériens entre leurs territoires respectifs et au-  
delà. Signé à Londres, le 5 avril 1950**

*Textes officiels anglais et français.*

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le  
23 août 1951.*

No. 1374. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE SWISS FEDERAL COUNCIL FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES. SIGNED AT LONDON, ON 5 APRIL 1950

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The Government of the United Kingdom of Great Britain and Northern Ireland and the Swiss Federal Council,

Desiring to foster and encourage the widest possible distribution of the benefits of air transport at the lowest rates consistent with sound economic principles,

Desiring to stimulate international air travel as a means of promoting friendly understanding and good will among peoples and ensuring as well the many indirect benefits of this new form of transport for the common welfare of both countries,

Being parties to the Convention on International Civil Aviation done at Chicago on the seventh day of December, 1944,<sup>2</sup>

And desiring to conclude an Agreement supplementary to the said Convention for the purpose of establishing air communications to, from and through the territories of the United Kingdom and Switzerland,

Have agreed as follows :—

*Article 1*

1. The Contracting Parties grant each other the rights specified in the Annex to the present Agreement for the purpose of establishing air services (hereinafter referred to as "the agreed services") on the routes described in the Annex. Subject to the provisions of Article 2 of the present Agreement, the agreed services may be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted.

2. An airline will be designated in respect of each agreed service by the Contracting Party to whom the right to establish the service is granted.

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<sup>1</sup> Came into force provisionally on 5 April 1950, date of signature, and definitively on 8 June 1951, by the exchange of the instruments of ratification at London, in accordance with article 14.

<sup>2</sup> 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.

*Article 2*

1. A designated airline of one Contracting Party may begin to operate the agreed services in respect of which it has been designated as soon as the aeronautical authorities of the other Contracting Party have granted to that airline the appropriate operating permission. Subject to the provisions of paragraph 2 of this Article and of Article 7 of the present Agreement, such permission shall be granted without delay.

2. The designated airlines may be required to satisfy the aeronautical authorities of the Contracting Party granting the rights that they are qualified to fulfil the conditions prescribed under the laws and regulations normally applied by those authorities to the operations of commercial airlines.

*Article 3*

1. The air transport facilities available on the agreed services to the public should bear a close relationship to traffic requirements.

2. There shall be fair and equal opportunity for the designated airlines of the Contracting Parties to operate on the routes between their respective territories covered by the present Agreement and its Annex.

3. In operating the agreed services, the designated airlines of each Contracting Party shall take into consideration the interests of those of the other Contracting Party so as not to affect unduly the services which the latter provide on all or part of the same routes.

4. The agreed services shall have as their primary object the provision of capacity adequate for the carriage of traffic destined for or coming from the territory of the Contracting Party which has designated the airline. The right of the designated airlines of each Contracting Party, while operating the said services, to take up or set down, at the points described in the Annex and situated in the territory of the other Contracting Party, international traffic destined for or coming from third countries shall be exercised in conformity with the general principles of orderly development to which the Contracting Parties subscribe and subject to the condition that capacity should be related—

- (a) to the requirements of traffic destined for or coming from the territory of the Contracting Party which has designated the airline;
- (b) to the requirements of through airline operation; and
- (c) to the requirements of the area through which the airline passes, local and regional services being taken into account.

5. There shall be frequent consultation and close collaboration between the aeronautical authorities of the Contracting Parties for the purpose of

ensuring compliance with the principles and the provisions of the present agreement and its Annex.

6. 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 territory of that other Contracting Party, including information concerning the origin and destination of such traffic.

#### *Article 4*

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<sup>f</sup> or any part of the specified route. These tariffs shall be determined in accordance with the following provisions of this Article.

2. The tariffs referred to in paragraph 1 of this Article shall, if possible, be agreed in respect of each of the routes described in the Annex between the designated airlines concerned, in consultation with other airlines operating over the whole or part of that route, and 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 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 Con-

tracting 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 10 of the present Agreement.

8. Each Contracting Party shall 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 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.

#### *Article 5*

1. 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 a designated airline of the other Contracting Party and intended solely for use by or in the aircraft of that airline shall be accorded the following treatment by the first Contracting Party in respect of customs duties, inspection fees and other similar national duties and charges—

- (a) in the case of fuel remaining on board aircraft at the last airport of call before departure from the said territory, exemption; and

(b) in the case of fuel not included under (a) and lubricating oils, 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; provided that neither Contracting Party shall be bound to accord to a designated airline of the other Contracting Party treatment more favourable than that accorded reciprocally by such other Contracting Party.

2. 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 Chicago Convention.

3. The Agreement for the reciprocal exemption of aircraft engaged in air services from the payment of customs and other duties on fuel and lubricants which was concluded between the Government of the United Kingdom and the Swiss Federal Council by an Exchange of notes dated 26th July, 1938,<sup>1</sup> is hereby abrogated.

#### *Article 6*

A designated airline of one Contracting Party may make a change of gauge at a point in the territory of the other Contracting Party only on the following conditions :—

- (a) that it is justified by reason of economy of operation;
- (b) that the aircraft used on the section more distant from the territory of the first Contracting Party are smaller in capacity than those used on the nearer section;
- (c) 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 capacity of the smaller aircraft shall be determined with primary reference to the purpose of carrying traffic transferred from or to be transferred into, the aircraft of larger capacity;
- (d) that there is an adequate volume of through traffic; and
- (e) that the provisions of Article 3 of the present Agreement shall govern all arrangements made with regard to change of gauge.

#### *Article 7*

1. Each Contracting Party reserves the right to withhold or revoke the grant of an operating permission to an airline designated by the other Con-

<sup>1</sup> League of Nations, *Treaty Series*, Vol. CXCI, p. 307.

tracting Party when it is not satisfied that substantial ownership and effective control of that airline are vested in that other Contracting Party or in nationals of that other Contracting Party or in case of failure by that airline to comply with the laws and regulations of the Contracting Party granting the operating permission or otherwise to fulfil the conditions under which the rights specified in the present Agreement and its Annex are granted to it.

2. The rights conferred by paragraph 1 of this Article shall not be exercised except after consultation between the two Contracting Parties.

#### *Article 8*

The present Agreement and all contracts connected therewith shall be registered with the Council of the International Civil Aviation Organisation set up by the Chicago Convention.

#### *Article 9*

If either Contracting Party considers it desirable to modify any provision of the present Agreement or its Annex such modification may be made by direct agreement between the aeronautical authorities of the Contracting Parties and shall come into force when it has been confirmed by an Exchange of Notes through the diplomatic channel.

#### *Article 10*

1. If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement or of its Annex, 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 to be 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 on its composition, either of the Contracting Parties 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 which it has granted by virtue of the present Agreement and its Annex 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*

The present Agreement and its Annex shall be amended so as to conform with the provisions of any multilateral Convention on commercial rights for scheduled air services which may hereafter become binding on both Contracting Parties.

#### *Article 12*

Either Contracting Party may at any time give notice to the other Contracting Party of its desire to terminate the present Agreement. Such notice shall be simultaneously communicated to the Council of the International Civil Aviation Organisation. If such notice is given, the present Agreement shall terminate, unless the notice to terminate is withdrawn by agreement, on the date specified in the notification, which shall not be less than twelve months after the date of receipt of the notice by the other Contracting Party. In the absence of acknowledgement of receipt by the other Contracting Party, the notice shall be deemed to have been received fourteen days after its receipt by the Council of the International Civil Aviation Organisation.

#### *Article 13*

For the purposes of the present Agreement and its Annex—

- (a) the term “the Chicago Convention” shall mean the Convention on Civil Aviation done at Chicago on the seventh day of December, 1944, and shall include any Annex adopted under Article 90 of that Convention and any amendments of the Annexes or Convention under Articles 90 and 94 thereof;
- (b) the term “aeronautical authorities” shall mean, 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 Switzerland, the Air Office of the Federal Department of Posts and Railways and any person or body authorised to perform any function presently exercised by the said Office or similar functions;



- (c) the term "designated airline" shall mean an air transport enterprise which the aeronautical authorities of one Contracting Party have notified in writing to the aeronautical authorities of the other Contracting Party as an airline designated by it to operate the agreed services on one or more of the routes specified in Schedules I and II of the Annex to the present Agreement;
- (d) the term "territory" in relation to a State shall mean all territories for the foreign relations of which that State is responsible and the territorial waters adjacent to such territories;
- (e) the terms "air service," "international air service," "airline" and "stop for non-traffic purposes" shall have the meanings respectively assigned to them in Article 96 of the Chicago Convention;
- (f) the term "change of gauge" shall mean the operation of an air service by a designated airline in such a way that one section of the route is flown by aircraft different in capacity from those used on another section.

#### Article 14

1. The present Agreement shall be subject to ratification and instruments of ratification shall be exchanged in London as soon as possible.
2. The present Agreement shall enter into force provisionally on the date of signature and definitively on the exchange of instruments of ratification.
3. If instruments of ratification are not exchanged within twelve months from the date of signature, either Contracting Party may terminate the provisional application of this Agreement by giving twelve months' notice in writing to the other Contracting Party.

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

DONE at London in duplicate this fifth day of April, 1950, in the English and French languages, both texts being equally authentic.

For the Government of the United Kingdom  
of Great Britain and Northern Ireland:  
[L. S.]      PAKENHAM

For the Swiss Federal Council:  
[L. S.]      H. DE TORRENTÉ

## ANNEX

1. The designated airlines of the United Kingdom are the British Airways Corporations and/or any other airline notified in due course by the aeronautical authorities of the United Kingdom to the Swiss aeronautical authorities.

2. The designated airlines of Switzerland are the "Swissair, Société Anonyme Suisse pour la Navigation Aérienne" and/or any other airline notified in due course by the Swiss aeronautical authorities to the aeronautical authorities of the United Kingdom.

3. Subject to the provisions of the Agreement the designated airlines of 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 at the points mentioned in the schedules for the purpose of putting down and taking on international traffic in passengers, cargo and mail, and they may also use the airports and ancillary facilities at the said points.

4. Paragraph 3 of this Annex shall not be deemed to confer on the designated 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.

## SCHEDULE I

Routes to be served by the designated airlines of Switzerland :

- 1. Points in Switzerland—London and/or Manchester and/or Glasgow.
- 2. Points in Switzerland—Rome—Athens—Cairo or Lydda—Basra—Kuwait—Bahrein or Dhahran—Karachi—points in India—points beyond including Singapore.
- 3. Points in Switzerland—Rome—Tunis or Algiers—Kano or Accra—points beyond.

The designated airline or airlines of Switzerland 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 Swiss territory.

## SCHEDULE II

Routes to be served by the designated airlines of the United Kingdom :

1. Points in the United Kingdom—Geneva and/or Zurich and/or Basle and/or Berne and/or Interlaken and/or Samedan.
2. London—Zurich—Vienna.
3. London—Zurich—Lydda or Beirut or Damascus—Basra—Kuwait—Bahrein—Karachi—points in India—Colombo—Rangoon—Bangkok—Singapore—the Far East and Australia.

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.

In exchange for Route 3 of Schedule II above the Government of the United Kingdom will grant rights, to be agreed between the Contracting Parties, to a designated airline of Switzerland to operate a route through the United Kingdom, either via Manchester or Prestwick to North America, or some other agreed route.

## EXCHANGE OF NOTES — ÉCHANGE DE NOTES

## I

*The Secretary of State for Foreign Affairs to the Swiss  
Minister in London*

FOREIGN OFFICE

5th April, 1950

Your Excellency,

I have the honour to refer to paragraph 3 of the Annex of the Air Services Agreement signed this day between His Majesty's Government in the United Kingdom and the Swiss Federal Council and to Schedule I of that Agreement in accordance with which the designated airline or airlines of Switzerland will be granted permission to operate on the route :—

Points in Switzerland—Rome—Athens—Cairo or Lydda—Basra—Kuwait—Bahrain or Dhahran—Karachi—points in India—points beyond including Singapore.

In view of the state of the airfields at Kuwait and Bahrain it is necessary to impose for the time being the following conditions on the exercise of the rights so granted :—

- (1) No four-engined aircraft other than the Canadair or DC 4 can be permitted to use the existing airfields at Kuwait and Bahrain except by the special permission of the aeronautical authorities of His Majesty's Government.
- (2) No more than one landing and one take off per week with four-engined aircraft can be permitted at Kuwait to the designated airline or airlines of Switzerland. It may be necessary to make a further reduction in frequency if the air strip continues to deteriorate.
- (3) Since the airfield at Kuwait is not fenced and the facilities provided at Kuwait and Bahrein are at present in certain respects below normal safety standards, operations by the aircraft of the designated airline or airlines of Switzerland at these airfields must be undertaken at the risk of the airlines concerned.

2. I have the honour to ask you to confirm that the Swiss Federal Council accept the above conditions as governing the exercise of rights at Kuwait and Bahrain by the designated airline or airlines of Switzerland.

I have, &c.

Ernest BEVIN