

No. 1982

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

**Agreement for air services between and beyond their
respective territories (with annex and exchange of
notes). Signed at London, on 23 June 1952**

Official texts of the Agreement and annex: English and Danish.

Official text of the exchange of notes: English.

Registered by the International Civil Aviation Organization on 12 December 1952.

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

**Accord relatif aux services aériens entre leurs territoires
respectifs et au-delà (avec annexe et échange de notes).
Signé à Londres, le 23 juin 1952**

Textes officiels de l'Accord et de l'annexe: anglais et danois.

Texte officiel de l'échange de notes: anglais.

Enregistré par l'Organisation de l'aviation civile internationale le 12 décembre 1952.

No. 1982. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF DENMARK FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES. SIGNED AT LONDON, ON 23 JUNE 1952

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

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 United Kingdom and Danish territories,

Have agreed as follows :—

Article 1

The establishment of air services shall be governed by the following general principles :—

- (1) The Contracting Parties desire to foster and encourage the widest possible distribution of the benefits of air travel at the cheapest rates consistent with sound economic principles; and 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 form of transport for the common welfare of both countries.
- (2) The air transport facilities available to the traveling public should bear a close relationship to the requirements of the public for such transport.
- (3) There shall be a fair and equal opportunity for the airlines of each Contracting Party to operate on any route between their respective territories covered by the present Agreement and its Annex.
- (4) In the operation by the airlines of either Contracting Party of the trunk services described in the Annex to the present Agreement, the interests of the airlines of the other Contracting Party shall be taken into consideration so as not to affect unduly the services which the latter provides on all or part of the same route.

¹ Came into force on 23 June 1952, as from the date of signature, in accordance with article 14.

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; Vol. 51, p. 336, and Vol. 139, p. 469.

- (5) The services provided by the designated airlines of the Contracting Parties under the present Agreement and its Annex shall retain as their primary objective the provision of capacity adequate to the traffic demands between the country which has designated 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 of orderly development to which both Contracting Parties subscribe and shall be subject to the general principle that capacity should be related—
- (a) to traffic requirements between the country of origin and the country of destination;
 - (b) to the requirements of through airline operation; and
 - (c) to the traffic requirements of the area through which the airline passes after taking account of local and regional services.
- (6) There shall be frequent consultation between the aeronautical authorities of the Contracting Parties and close collaboration between them on the observance of the principles and the implementation of the provisions of the present Agreement and its Annex.

Article 2

Each Contracting Party grants to the other Contracting Party the rights specified in the Annex to the present Agreement for the purpose of the establishment of the air services therein described (hereinafter referred to as the “agreed services”). 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.

Article 3

(1) Each of the agreed services may be put into operation as soon as the Contracting Party to whom the rights have been granted has designated an airline or airlines for the specified route or routes. The Contracting Party granting the rights shall, subject to the provisions of paragraph (2) of this Article and of Article 7, be bound to grant without delay the appropriate operating permission to the airlines concerned.

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

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

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one Contracting Party and still in force shall be recognised as valid by the other Contracting Party for the purpose of operating the agreed services. Each Contracting Party reserves the right, however, to refuse to recognise, for the purpose of flight above its own territory certificates of competency and licences granted to its own nationals by the other Contracting Party or any other State.

Article 6

(1) The laws and regulations of one Contracting Party relating to entry into, departure from or flights over its territory of aircraft engaged in international air navigation shall apply to aircraft of the designated airlines of the other Contracting Party.

(2) The laws and regulations of one Contracting Party relating to the entry into or departure from its territory of passengers, crew, or cargo of aircraft (such as regulations relating to entry, clearance, immigration, passports, customs and quarantine) shall be applicable to the passengers, crew or cargo of the aircraft

of designated airlines of the other Contracting Party while in the territory of the first Contracting Party.

Article 7

(1) 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 rights specified in the Annex to 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 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.

(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 the Annex to 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 8

The present Agreement and any Exchange of Notes in accordance with Article 9 shall be registered with the International Civil Aviation Organisation.

Article 9

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

Article 10

(1) If any dispute arises between the Contracting Parties relating to the interpretation or application of the present Agreement or 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 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 in default.

Article 11

If a general multilateral air Convention which is accepted by both Contracting Parties comes into force, the present Agreement shall be amended so as to conform with the provisions of the said Convention.

Article 12

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 on the date specified in the notice which shall not be less than twelve 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 days after the receipt of the notice by the International Civil Aviation Organisation.

Article 13

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 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 Denmark, the Minister of Public Works 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 to the other Contracting Party in accordance with Article 3 of the present Agreement for the operation of air services on the routes specified in the Schedules;
- (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 14

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

IN WITNESS WHEREOF the undersigned plenipotentiaries have signed the present Agreement and have affixed thereto their seals:

DONE at London in duplicate this 23rd day of June, 1952, in the English and Danish languages, both texts being equally authentic.

[L.S.] Anthony EDEN
[L.S.] E. REVENTLOW

A N N E X

(1) For the purpose of operating air services on the routes specified in Schedule I to this Annex, the designated United Kingdom airlines shall be accorded in Denmark rights of transit and of non-traffic stops as well as the right to pick up and discharge international traffic in passengers, cargo and mail in accordance with the principles of Article 1 of the Agreement, and the use on the said routes of aerodromes and ancillary facilities at the places specified in Schedule I.

(2) For the purpose of operating air services on the routes specified in Schedule II to this Annex, the designated Danish airlines shall be accorded in United Kingdom territory rights of transit and of non-traffic stops as well as the right to pick up and discharge international traffic in passengers, cargo and mail in accordance with the principles of Article 1 of the Agreement, and the use on the said routes of aerodromes and ancillary facilities at the places specified in Schedule II.

(3) Paragraphs (1) and (2) of this Annex 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.

(4)—(a) 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 fixed in accordance with the following provisions of this paragraph.

(b) The tariffs referred to in paragraph (4) (a) of this Annex, together with the rates of agency commission used in conjunction with them 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, 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.

(c) If the designated airlines cannot agree on any of these tariffs, or if for some other reason a tariff cannot be agreed in accordance with the provision of paragraph (4) (b) of this Annex, the aeronautical authorities of the Contracting Parties shall try to determine the tariff by agreement between themselves.

(d) If the aeronautical authorities cannot agree on the approval of any tariff submitted to them under paragraph (4) (b) of this Annex or on the determination of any tariff under paragraph (4) (c) the dispute shall be settled in accordance with the provisions of Article 10 of the Agreement.

(e) No tariff shall come into effect if the aeronautical authorities of either Contracting Party are dissatisfied with it except under the terms of paragraph (3) of Article 10 of the Agreement.

(5) 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 on 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.

SCHEDULE I

UNITED KINGDOM ROUTES

- (1) Points in the United Kingdom—Copenhagen.
- (2) Points in the United Kingdom—Copenhagen—Stockholm.
- (3) Points in the United Kingdom—Amsterdam—Hamburg—Copenhagen—Stockholm.
- (4) Points in the United Kingdom—Faroe Islands—Keflavik—Reykjavik.

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 begin at a point in the United Kingdom.

SCHEDULE II

DANISH ROUTES

- (1) Points in Denmark—London or Manchester.
- (2) Points in Denmark—Prestwick—Faroe Islands—Iceland—Greenland.
- (3) Points in Denmark—Hamburg—Amsterdam—London.
- (4) Points in Denmark—Hamburg*—Bremen*—Prestwick—Iceland—Gander—Montreal—Boston—New York—Chicago and points beyond.
- (5) Points in Denmark—Amsterdam—Frankfurt—Zürich—Rome—Athens—Lydda or Cairo—Khartoum—Nairobi—Durban or Johannesburg.
- (6) Points in Denmark—Frankfurt—Zürich or Geneva—Rome—Athens—Lydda or Cairo—Karachi—Bombay or Delhi—Calcutta—Rangoon—Bangkok—Hong Kong (Stop for non-traffic purposes)—Okinawa or Shanghai—Tokyo.

* No traffic rights to and from Prestwick.

The designated airline or airlines of Denmark may on any or all flights omit calling at any of the above points provided that the agreed services begin at a point in Denmark.

EXCHANGE OF NOTES

I

*The Danish Ambassador at London to the Secretary of State
for Foreign Affairs*

London, 23rd June, 1952

Your Excellency,

I have the honour, with reference to the Air Transport Agreement signed to-day between the Government of Denmark and the Government of the United Kingdom of Great Britain and Northern Ireland, to inform you that in accordance with Article 3 (1) of the said Agreement the Danish Government have designated Det Danske Luftfartselskab (DDL), forming part of the organisation Scandinavian Airlines System (SAS), to operate the routes specified in Schedule II of the Annex to the Agreement.

I have the honour further to inform your Excellency, on behalf of my Government, that the following understanding was reached in the course of the negotiations which preceded the signing of the Agreement :—

Det Danske Luftfartselskab (DDL) co-operating with Det Norske Luftfartselskab (DNL) and Aktiebolaget Aerotransport (ABA) under the designation of the Scandinavian Airlines System (SAS), a joint operating organisation constituted in accordance with the provisions of Chapter XVI of the Chicago Convention on International Civil Aviation, will be permitted to operate the routes specified in Schedule II of the Annex to the Agreement notwithstanding the provisions of Article 7 of the Agreement, concerning the ownership and control of the designated airlines.

I have the honour to suggest that, if Her Majesty's Government in the United Kingdom agree to these arrangements, this letter and your Excellency's reply in the same sense shall be regarded as placing on record the agreement between our two Governments on these two matters.

I have, &c.

REVENTLOW

II

*The Secretary of State for Foreign Affairs to the Danish
Ambassador at London*

FOREIGN OFFICE, S.W. 1

23rd June, 1952

Your Excellency,

I have the honour to acknowledge receipt of your Note dated to-day referring to the Air Transport Agreement signed by the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Denmark, which reads as follows :—

[*See note I*]

I have the honour to inform your Excellency that Her Majesty's Government in the United Kingdom agree to these arrangements and will regard your Note and this reply as placing on record the agreement between our respective Governments on these two matters.

I have, &c.

Anthony EDEN