

No. 1983

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

**Agreement for air services between and beyond their
respective territories (with exchange of notes). Signed
at London, on 6 December 1950**

Official texts of the Agreement: English and Hebrew.

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
ISRAËL**

**Accord relatif aux services aériens entre leurs territoires
respectifs et au-delà (avec échange de notes). Signé à
Londres, le 6 décembre 1950**

Textes officiels de l'Accord: anglais et hébreu.

Texte officiel de l'échange de notes: anglais.

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

No. 1983. AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF ISRAEL FOR AIR SERVICES BETWEEN AND BEYOND THEIR RESPECTIVE TERRITORIES. SIGNED AT LONDON, ON 6 DECEMBER 1950

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

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 Israel 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 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 Israel, the Minister of Transport and Communication 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 Party, in accordance with Article 4 of the present Agreement, for the operation of air services on the routes specified in such notification;

¹ Came into force on 6 December 1950, as from the date of signature, 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; Vol. 51, p. 336, and Vol. 139, p. 469.

- (d) the term “ change of gauge ” means 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;
- (e) 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
- (f) the terms “ air service,” “ 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

To the extent to which they are applicable to the air services established under the present Agreement, Articles 9, 11, 13, 15, 24 and 33 of the Convention shall remain in force in their present form between the Contracting Parties for the duration of the Agreement, as if they were an integral part of the Agreement, unless both Contracting Parties ratify any amendment to these Articles which shall have come into force in accordance with Article 94 of the Convention, in which case the Article as amended shall remain in force for the duration of the present Agreement.

Article 3

(1) Each Contracting Party 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 4

(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 a manner not inconsistent 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 3 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 8 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 3 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 5

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 on board when the aircraft is given customs clearance in the said territory for a foreign destination, 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.

Article 6

(1) There shall be fair and equal opportunity for the designated 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 designated 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 both 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 the current and reasonably expected requirements for the carriage of passengers, cargo and mail coming from or destined for the territory of the Contracting Party designating 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 Schedule 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 traffic requirements of the area through which the airline passes, local and regional services being taken into account; and
- (c) to the requirements of through airline operation.

Article 7

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 :—

- (i) that it is justified by reason of economy of operation;
- (ii) that the aircraft used on the section on which less traffic is carried by the airline to and from the territory of the first Contracting Party are smaller in capacity than those used on the other section;
- (iii) that the aircraft of smaller capacity shall operate only in connexion with the aircraft of larger capacity and shall be scheduled so to do; the former shall arrive at the point of change for the purpose of carrying traffic transferred from, or to be transferred into, the aircraft of larger capacity; and their capacity shall be determined with primary reference to this purpose;
- (iv) that there is an adequate volume of through traffic; and
- (v) that the provisions of Article 6 of the present Agreement shall govern all arrangements made with regard to change of gauge.

Article 8

(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.

(2) These tariffs, together with the rates of agency commission used in conjunction with them, shall, if possible, be agreed between the designated airlines concerned, in consultation with other airlines operating over the whole or part of the 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) If the designated airlines cannot agree, or if for some other reason a tariff cannot be agreed in accordance with the provisions of paragraph (2), the aeronautical authorities of the Contracting Parties shall try to determine the tariffs by agreement between themselves.

(4) If the aeronautical authorities cannot agree, the dispute shall be settled in accordance with the provisions of Article 11.

(5) 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 11.

Article 9

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 keeping under review the implementation of the Agreement and in particular 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.

Article 10

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 11

(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, the dispute shall be submitted for decision to a tribunal of three arbitrators, one to be named by each Contracting Party and the third to be agreed upon by the two arbitrators so chosen, provided that such third arbitrator shall not be a national of either Contracting Party. Each of the Contracting Parties shall designate an arbitrator within two months of the date of delivery by either Party to the other Party of a diplomatic note requesting arbitration of the dispute and the third arbitrator shall be agreed upon within one month after such period of two months. If either Contracting Party fails to designate its arbitrator or if the third arbitrator is not agreed, the vacancies thereby created shall be filled by persons designated by the President of the Council of the International Civil Aviation Organisation on application by either Contracting Party.

(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.

Article 12

(1) If either of the Contracting Parties considers it desirable to modify the terms of the present Agreement, it may request consultation between the aeronautical authorities of the two Contracting Parties. Such consultation shall begin within a period of sixty days from the date of the request. When the aeronautical authorities agree to modifications of the Agreement, such modifications shall come into effect when they have been confirmed by an Exchange of Notes through the diplomatic channel.

(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 13

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 14

The present Agreement and any Exchange of Notes in accordance with Article 12 shall be registered with the International Civil Aviation Organisation.

Article 15

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 6th day of December, 1950, in duplicate at London in the English and Hebrew languages, both texts being equally authentic.

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

[L.S.] Ernest BEVIN

For the Government of Israel :

[L.S.] E. ELATH

SCHEDULE

SECTION I

Routes to be Operated by the Designated Airline or Airlines of the United Kingdom

1	2	3	4
<i>Points in United Kingdom Territory</i>	<i>Intermediate Points as desired</i>	<i>Terminal or Traversing Points in Israel Territory as desired</i>	<i>Any One or More of the Following as Traversing or Terminal Points as desired</i>
(1) London	Zürich (or Geneva) or Rome	Lydda	
(2) London	Frankfurt, Vienna, Istanbul	Lydda	
(3) London	Zürich (or Geneva) or Rome	Lydda	Tehran, Karachi, Bombay, Colombo, Calcutta, Rangoon, Bangkok, Singapore, Indonesia, Australia. Khartoum, Nairobi, Johannesburg. Khartoum, Nairobi, Livingstone.
(4) London	Zürich (or Geneva) or Rome	Lydda	
(5) London	Zürich (or Geneva) or Rome	Lydda	
(6) Cyprus		Lydda or Haifa or any other airport which may be open to inter- national traffic	
(7) Aden	Djibouti, Assab, Kamaran, Asmara, Port Sudan	Lydda	
(8) Malta		Lydda	

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.

SECTION II

Routes to be Operated by the Designated Airline or Airlines of Israel

1	2	3	4
<i>Points in Israel Territory</i>	<i>Intermediate Points as desired</i>	<i>Terminal or Traversing Points in United Kingdom Territory as desired</i>	<i>Any One or More of the Following as Traversing or Terminal Points as desired</i>
1) Lydda	Not more than two of the following :— Athens, Rome, Zürich (or Geneva)	London	
(2) Lydda	Istanbul, Vienna, Brussels or Amsterdam	London	
(3) Lydda	Not more than two of the following :— Athens, Rome, Zürich (or Geneva), Amsterdam	London	United States of America
(4) Lydda	Khartoum	Entebbe, Nairobi	Johannesburg
(5) Lydda	Khartoum	Entebbe, Nairobi, Livingstone.	
(6) Point in Israel		Cyprus	
(7) Lydda	Port Sudan, Asmara, Kamaran, Assab, Djibouti	Aden	

The designated airline or airlines of Israel 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 Israel territory.

EXCHANGE OF NOTES

I

The Secretary of State for Foreign Affairs to the Israel Minister

FOREIGN OFFICE, S.W. 1

6th December, 1950

Your Excellency,

I have the honour to refer to the Agreement signed this day between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Israel for Air Services between and beyond their respective Territories and in particular to Article 13 of that Agreement which lays down the procedure to be followed if either Contracting Party wishes to terminate the Agreement.

In the course of the negotiations leading up to the conclusion of this Agreement the United Kingdom delegation pointed out that if the outcome of the forthcoming discussions between the Governments of the United Kingdom and Israel concerning the convertibility into sterling of the earnings in Israel of the United Kingdom airlines should be unsatisfactory to the Government of the United Kingdom or if the Government of Israel was subsequently to impose restrictions, not agreed to at these discussions, on the conversion of such earnings by airlines designated by the Government of the United Kingdom under the Agreement, the balance of the privileges enjoyed respectively by the designated airlines of the United Kingdom and Israel under the Agreement would be upset. The Government of the United Kingdom accordingly propose that in these circumstances discussions shall take place immediately between the two Governments with a view to agreeing measures to restore the balance. They further propose that, if no agreement satisfactory to both Governments is reached within one month after such discussions have started, either Government shall have the right to terminate the Agreement by giving six months' notice to the other Government notwithstanding the provisions of Article 13 of the Agreement.

I have the honour to suggest that if the Government of Israel agree to these proposals the present Note and your Excellency's reply to that effect shall be regarded as placing on record the agreement of our two Governments on the matter.

I have, &c.

(Signed) ERNEST BEVIN

II

The Israel Minister to the Secretary of State for Foreign Affairs

6th December, 1950

Your Excellency,

I have the honour to acknowledge the receipt of your Excellency's Note of to-day's date which reads as follows :—

[See note I]

In reply, I have the honour to inform you that the Government of Israel agree to these proposals and will regard your Excellency's Note and the present reply as placing on record the agreement between our two Governments on the matter.

I have, &c.

(Signed) E. ELATH

III

The Secretary of State for Foreign Affairs to the Israel Minister

FOREIGN OFFICE, S.W. 1

6th December, 1950

Your Excellency,

I have the honour to refer to the Agreement signed this day between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of Israel for Air Services between and beyond their respective Territories and in particular to Article 3 of that Agreement and to Route 3 in Section II of the Schedule thereto.

During the negotiations which led to the signature of the Agreement it was agreed that, in view of other operational possibilities for services from Lydda to the United States of America, the services provided by the Israel airline or airlines designated to operate on Route 3 in Section II of the Schedule to the Agreement should not exceed in all two per week in each direction.

I have the honour to ask you to confirm that the Government of Israel accept this condition as governing the operation of the route in question by the designated airline or airlines of Israel.

I have, &c.

(Signed) Ernest BEVIN

IV

The Israel Minister to the Secretary of State for Foreign Affairs

6th December, 1950

Your Excellency,

I have the honour to acknowledge the receipt of your Excellency's Note of to-day's date which reads as follows :—

[*See note III*]

In reply, I have the honour to confirm that the Government of Israel accept the conditions referred to in your Excellency's Note as governing the operation of Route 3 in Section II of the Schedule to the Agreement signed this day between our two Governments for Air Services between and beyond their respective Territories.

I have, &c.

(Signed) E. ELATH