

**No. 3231**

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**LUXEMBOURG  
and  
IRELAND**

**Agreement (with annex) in respect of aerial transport  
between their respective territories. Signed at Brussels,  
on 27 July 1954**

*Official texts: English and French.*

*Registered by the International Civil Aviation Organization on 11 April 1956.*

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**LUXEMBOURG  
et  
IRLANDE**

**Accord (avec annexe) relatif aux transports aériens entre  
leurs territoires respectifs. Signé à Bruxelles, le 27  
juillet 1954**

*Textes officiels anglais et français.*

*Enregistré par l'Organisation de l'aviation civile internationale le 11 avril 1956.*

No. 3231. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE GRAND-DUCHY OF LUXEMBOURG AND THE GOVERNMENT OF IRELAND IN RESPECT OF AERIAL TRANSPORT BETWEEN THEIR RESPECTIVE TERRITORIES. SIGNED AT BRUSSELS, ON 27 JULY 1954

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The Government of the Grand-Duchy of Luxembourg and the Government of Ireland

considering :

that the possibilities of commercial aviation as a mode of transport have considerably increased ;

that it is desirable to organize in a safe and orderly manner regular aerial communications and to develop as far as possible international co-operation in this field ;

that it is necessary in consequence to conclude between Luxembourg and Ireland an agreement regulating aerial transport by regular services,

have appointed representatives for this purpose, who, duly authorised, have agreed as follows :

*Article I*

(a) The Contracting Parties grant to one another in time of peace, the rights specified in the Annex hereto with a view to the establishment of the international services therein described. These services may be inaugurated immediately or at a later date at the option of the Contracting Party to whom the rights are granted.

(b) Each of the air services described in the Annex<sup>2</sup> may be put into operation as soon as the Contracting Party, to whom the rights specified in the Annex have been granted, has designated an air company or air companies to operate the routes concerned.

(c) The air company or air companies thus designated by one of the Contracting Parties may be required, before being authorised to inaugurate the services contemplated in this Agreement, to furnish to the competent aeronautical authorities of the other Contracting Party proof of technical and commercial qualification under the laws and regulations in force in the latter country.

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<sup>1</sup> Came into force on 28 February 1955, the date on which the approval of the Agreement by the Luxembourg Parliament was notified to the Government of Ireland, in accordance with article X (a).

<sup>2</sup> See p. 100 of this volume.

*Article II*

(a) Each of the Contracting Parties agrees that the charges imposed on the air company or air companies of the other Contracting Party for the use of airports and other facilities shall not be higher than those which would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(b) Fuel, lubricating oils and spare parts introduced into the territory of one Contracting Party by or on behalf of an air company designated by the other Contracting Party and intended solely for use by the aircraft of that company shall enjoy, in the matter of customs duties, inspection fees and other national duties or charges, treatment as favourable as that granted to national companies or to companies of the most favoured nation.

(c) All aircraft operated by the air company or air companies designated by a Contracting Party on the air routes covered by the present Agreement and fuel, lubricating oils, spare parts, normal equipment and aircraft stores retained on board such aircraft shall, on entering or leaving the territory of the other Contracting Party, be exempt from customs duties, inspection fees or other like duties and charges even though such supplies be used or consumed by such aircraft on flights over that territory.

*Article III*

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one of the Contracting Parties shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services specified in the Annex. Each Contracting Party reserves the right, however, to refuse to recognise as valid, for flights over its own territory, certificates of competency and licences issued to its own nationals by another State.

*Article IV*

(a) The laws and regulations of each Contracting Party relating to the entry to or departure from its territory of aircraft engaged in international navigation or to the operation and navigation of such aircraft while within its territory shall apply to aircraft of the company or companies of the other Contracting Party.

(b) Passengers, crews and consignors of freight shall be required to comply, either in person or through the intermediary of a third party acting in their name and on their behalf, with the laws and regulations governing the entry into, the presence in and the departure from the territory of each Contracting Party of passengers, crews and freight, such as those applicable to entry, clearance, immigration, passports, customs and quarantine.

(c) Passengers in transit through the territory of a Contracting Party shall be subject to a simplified control. Baggage and freight in transit shall be exempt from customs duties, inspection fees and similar charges.

#### *Article V*

Each Contracting Party reserves the right to refuse an operating permit to a company designated by the other Contracting Party or to revoke such permit where it is not satisfied that substantial ownership and effective control are vested in nationals of the other Contracting Party or in case of failure of such air company to comply with the laws and regulations referred to in Article IV or to fulfil its obligations under this Agreement.

#### *Article VI*

(a) Fares shall be fixed at reasonable levels, with particular regard to economy of operation, normal profits and the characteristics of each service, such as standards of speed and comfort.

(b) In fixing fares, regard shall be had to the recommendations of the International Air Transport Association.

(c) In the absence of a recommendation from the said Association, the Luxembourg and Irish companies shall mutually agree on the passenger fares and freight rates to be applied on the sections common to the routes of each, after consultation, if necessary, with the air companies of third countries operating the same routes in whole or in part.

(d) Such agreements shall be subject to the approval of the competent aeronautical authorities of both countries.

(e) Should the air companies be unable to reach agreement on the rates to be fixed, the competent aeronautical authorities of both countries shall endeavour to arrive at a satisfactory settlement.

(f) In the last resort, recourse should be had to arbitration as provided in Article VIII of this Agreement.

#### *Article VII*

The Contracting Parties agree that

(a) the capacity of services provided by the companies of the Contracting Parties shall be suited to traffic requirements ;

(b) the companies of the Contracting Parties shall take into consideration on their common routes their mutual interests in order not to operate their respective services in an unreasonable manner ;

(c) the services mentioned in Tables I and II will aim at offering a capacity equal to the requirements of traffic between the country to which the company belongs and the country for which the traffic is destined ;

(d) the right to embark or disembark in their respective territories international traffic intended for or proceeding from third countries shall be exercised in conformity with general principles of ordered development laid down by the Luxembourg and Irish Governments and on such conditions that the capacity is suited to :

- 1) traffic requirements between the country of origin and the country of destination ;
- 2) the requirements of an economic working of the agreed service ;
- 3) the requirements of traffic in the territories crossed, having regard to local and regional services.

#### *Article VIII*

(a) The Contracting Parties agree to submit to arbitration any dispute relating to the interpretation and application of this Agreement or of the Annex thereto which cannot be settled by direct negotiation.

(b) Any such dispute shall be referred to the Council of the International Civil Aviation Organization set up by the Convention on International Civil Aviation signed at Chicago on the 7th December, 1944.<sup>1</sup>

(c) Nevertheless, the Contracting Parties may, by mutual agreement, settle the dispute by referring it either to an arbitral tribunal or to any other person or body designated by them.

(d) The Contracting Parties undertake to comply with the decision given.

#### *Article IX*

This Agreement shall be registered with the International Civil Aviation Organization set up under the Convention on International Civil Aviation done at Chicago on 7th December, 1944.

#### *Article X*

(a) The present Agreement shall enter into force on the date on which its approval by the Luxembourg Parliament shall have been notified to the Government of Ireland. Nevertheless, the provisions of the present Agreement will be applicable on a provisional basis from the date of signature.

(b) In a spirit of close collaboration, the competent aeronautical authorities of the Contracting Parties shall consult each other from time to time with a view to ensuring the application of the principles defined in this Agreement and in the Annex thereto and their satisfactory execution.

(c) This Agreement and the Annex thereto shall conform with any agreement of a multilateral character which shall bind the two Contracting Parties.

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<sup>1</sup> See footnote 3, p. 11 of this volume.

(d) Modifications of the Annex to this Agreement or to Tables I and II may be agreed upon between the competent aeronautical authorities.

(e) Either Contracting Party may at any time notify the other Contracting Party of its desire to terminate this Agreement. Such notification shall take effect twelve months after the date of its receipt by the other Contracting Party unless the notification is withdrawn by mutual agreement before the expiry of this period.

DONE at Brussels, this 27th day of July, 1954. in duplicate, in the French and English Languages, both texts being equally authentic.

For the Government of the Grand-Duchy of Luxembourg :  
(Signed) Lambert SCHAUS

For the Government of Ireland :  
(Signed) Denis R. MACDONALD

## A N N E X

### I

a) To operate the services set out in Tables I and II, the companies nominated by each Contracting Party will enjoy, in the territory of the other, transit and landing rights for non commercial purposes; they may also use the airports and complementary facilities provided for international traffic.

b) If the Contracting Party on whose territory non commercial landings are made requires it, the companies of the other Contracting Party must ensure at these points reasonable commercial service for the transport of passengers, mail and goods.

c) As regards the service mentioned in Table I it is agreed that Luxembourg aircraft flying over Irish territory, whether bound eastwards or westwards, will land at Shannon Airport.

### II

To operate the services set out in Tables I and II, the companies nominated by each Contracting Party shall also enjoy in the territory of the other, the right to embark and disembark passengers, mail and goods under the terms of this Agreement.

#### TABLE I

##### *Luxembourg Service*

Luxembourg via intermediate points to Shannon and beyond in both directions.

#### TABLE II

##### *Irish Service*

Shannon and/or Dublin via intermediate points to Luxembourg and beyond in both directions.