

No. 3612

**IRELAND
and
BELGIUM**

**Agreement (with annex) concerning air transport. Signed
at Brussels, on 10 September 1955**

Official texts: English and French.

Registered by the International Civil Aviation Organization on 1 December 1956.

**IRLANDE
et
BELGIQUE**

**Accord (avec annexe) relatif aux transports aériens. Signé
à Bruxelles, le 10 septembre 1955**

Textes officiels anglais et français.

Enregistré par l'Organisation de l'aviation civile internationale le 1^{er} décembre 1956.

No. 3612. AGREEMENT¹ BETWEEN THE GOVERNMENT OF IRELAND AND THE GOVERNMENT OF BELGIUM CONCERNING AIR TRANSPORT. SIGNED AT BRUSSELS, ON 10 SEPTEMBER 1955

The Government of Ireland and the Government of Belgium,

Desiring to conclude an Agreement for the purpose of establishing air services between Ireland and Belgium,

Have accordingly appointed plenipotentiaries for this purpose, who, being duly authorised to this effect, have agreed as follows :

Article I

Each contracting party grants to the other contracting party the rights specified in the Annex² to this Agreement for the purpose of the establishment of the international 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 II

(1) Each of the agreed services may be put into operation as soon as the contracting party, to whom the rights are granted, has designated an airline or airlines to operate the specified route or routes and the contracting party granting the rights shall, subject to the provisions of paragraph (2) of this Article and of Article VI, be bound to grant without delay the appropriate operating permission to the airline(s) concerned.

(2) The airline(s) designated may be required, before being authorised to operate an agreed service, to satisfy the competent aeronautical authorities of the contracting party granting the rights that it (they) is (are) qualified to fulfil the technical and commercial conditions prescribed by or under the laws and regulations normally applied by these authorities to the operations of commercial airlines.

¹ Came into force provisionally on 10 September 1955, the date of signature, in accordance with article XIII.

² See p. 244 of this volume.

Article III

(1) The charges which either of the contracting parties may impose, or permit to be imposed, on the designated airline(s) 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.

(2) Fuel, lubricating oils and spare parts introduced into or taken on board aircraft in the territory of one contracting party by, or on behalf of, an airline designated by the other contracting party and intended solely for use by the aircraft of that airline shall enjoy, in the matter of customs duties, inspection fees and other duties or charges, treatment as favourable as that granted to the national airline(s) engaged in international air transport or the airline(s) of the most favoured nation.

(3) All aircraft operated on agreed services by the airline(s) designated by one contracting party and fuel, lubricating oils, spare parts, normal equipment and aircraft stores retained on board such aircraft shall be exempt in the territory of the other contracting party from customs duties, inspection fees or similar duties or charges, even though such supplies be used by such aircraft on flights in that territory.

Article IV

Certificates of airworthiness, certificates of competency and licences issued or rendered valid by one of the contracting parties 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 as valid, for flights over its own territory, certificates of competency and licences issued to its own nationals by another State.

Article V

(1) The laws and regulations of each contracting party relating to the entry into 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 airline(s) designated by 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 the airline(s) designated by the other contracting party.

Article VI

Each contracting party reserves the right to withhold or revoke an operating permission from an airline designated by the other contracting party 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 airline to comply with the laws and regulations referred to in Article V or otherwise to fulfil the conditions under which the rights are granted in accordance with this Agreement and its Annex.

Article VII

(1) 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.

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

(3) In the absence of a recommendation from the said Association, the Irish and Belgian airlines 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 airlines of third countries operating the same routes in whole or in part.

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

(5) Should the airlines 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.

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

Article VIII

(1) The capacity offered by the airlines of the contracting parties operating agreed services shall be adapted to traffic requirements.

(2) On common routes the airlines of the contracting parties shall take into consideration their mutual interests so as not to affect unduly their respective services.

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, 1944.¹

¹ See footnote 1, p. 13 of this volume.

Article X

(1) Any disputes relating to the interpretation and application of this Agreement or of the Annex thereto which cannot be settled by direct negotiation shall be submitted to arbitration.

(2) Any such dispute shall be referred for decision to the Council of the International Civil Aviation Organization.

(3) 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.

(4) The contracting parties undertake to comply with the decision given.

Article XI

(1) 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.

(2) In the event of the entry into force of any general multilateral air convention which shall bind both contracting parties, any provisions of the Agreement or Annex thereto which may be inconsistent with the terms of the convention shall, as soon as possible, be modified to conform with such terms, by exchange of notes between the contracting parties.

(3) If either of the contracting parties considers it desirable to modify any provision or provisions of this Agreement or its Annex, it shall notify the other contracting party of the desired modification and such modification may be made by direct agreement between the competent aeronautical authorities of both contracting parties to be confirmed by exchange of notes between the contracting parties.

Article XII

Either contracting party may at any time give notice to the other contracting party of the desire to terminate the Agreement. Such notice shall be simultaneously communicated to the International Civil Aviation Organization. If such notice is given, the Agreement will terminate twelve months after the date of receipt of the notice by the other contracting party, unless the notice is withdrawn by mutual 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 Organization.

Article XIII

(1) The present Agreement shall be subject to ratification and instruments of ratification shall be exchanged in Dublin 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 two years from the date of signature, either contracting party may terminate the provisional application of this Agreement by giving six months notice in writing to the other contracting party.

DONE at Brussels, this 10th day of September, 1955, in duplicate, in the English and French languages, both texts being equally authentic.

For Ireland :
Denis R. McDONALD

For Belgium :
P. H. SPAAK

A N N E X

1. In operating the services set out in Tables I and II, the airline(s) nominated by each contracting party will enjoy, in the territory of the other, transit and landing rights.

2. In operating the services set out in Tables I and II the airline(s) nominated by each contracting party shall also enjoy, in the territory of the other, the right to embark and disembark international traffic in passengers, mail and goods in accordance with the terms of this Agreement.

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

TABLE I

BELGIAN SERVICES

1. Brussels via intermediate points to Shannon and beyond, in both directions.
2. Brussels-Dublin, in both directions.

TABLE II

IRISH SERVICES

1. Dublin-Brussels, in both directions.
2. Dublin-Manchester-Brussels-Dusseldorf and/or Frankfurt, in both directions.