

No. 4242

**BELGIUM
and
HUNGARY**

Air Transport Agreement (with annex and exchange of letters). Signed at Budapest, on 1 June 1957

Official texts : French and Hungarian.

Registered by Belgium on 21 March 1958.

**BELGIQUE
et
HONGRIE**

Accord relatif aux transports aériens (avec annexe et échange de lettres). Signé à Budapest, le 1^{er} juin 1957

Textes officiels français et hongrois.

Enregistré par la Belgique le 21 mars 1958.

[TRANSLATION — TRADUCTION]

No. 4242. AIR TRANSPORT AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE KINGDOM OF BELGIUM AND THE GOVERNMENT OF THE HUNGARIAN PEOPLE'S REPUBLIC. SIGNED AT BUDAPEST, ON 1 JUNE 1957

The Belgian Government and the Government of the Hungarian People's Republic, desirous of encouraging the development of air transport between the two States, have decided to conclude an agreement and have for this purpose appointed as their plenipotentiaries :

For the Kingdom of Belgium :

Mr. Frédéric Collon, Envoy Extraordinary and Minister Plenipotentiary in Hungary of His Majesty the King of the Belgians ;

For the Hungarian People's Republic :

Mr. Rudolf Rónai, General Commissioner for Civil Aviation,
who, having exchanged their full powers, found in good and due form, have agreed as follows :

Article I

(1) The Belgian Government authorizes the airline designated by the Government of the Hungarian People's Republic, "Magyar Légiközlekedési Vállalat" (MALEV), to operate regular air services on the routes specified in the annex² to this Agreement for the purpose of ensuring the international transportation of passengers, baggage, mail and cargo over the air routes of the Kingdom of Belgium.

(2) The Government of the Hungarian People's Republic authorizes the airline designated by the Belgian Government, the "Société anonyme belge d'Exploitation de la Navigation aérienne" (SABENA), to operate regular air services on the routes specified in the annex to this Agreement for the purpose of ensuring the international transportation of passengers, baggage, mail and cargo over the air routes of the Hungarian People's Republic.

(3) The airline designated by one of the Contracting Parties shall inform the aeronautical authorities of the other Contracting Party one month in advance

¹ Came into force provisionally on 1 June 1957, as from the date of signature, and definitively on 3 March 1958 by the exchange of the instruments of ratification at Brussels, in accordance with the terms of article XII. Is not applicable to the Territories of the Belgian Congo and Ruanda-Urundi.

² See p. 39 of this volume.

of the date for the inauguration of any regular air transport service provided for in the annex.

(4) All special flights must be authorized in advance. The regulations of the Contracting Parties relating to such flights must be observed.

(5) The air services specified in the Agreement shall be provided only by aircraft registered in the territories of the Contracting Parties.

Article II

(1) Each Contracting Party shall determine the air routes to be followed over its territory by aircraft of the airline designated by the other Contracting Party. These routes shall be the same as those fixed for national civil aircraft operating services between the same points.

(2) Subject to the provisions of paragraph (1) of this article, each Contracting Party may modify its air routes. Notice of these modifications shall be given one month in advance to the aeronautical authorities of the other Contracting Party.

(3) Each Contracting Party shall assist the aircraft of the other Party with all the installations and ground aids to air navigation at its disposal, and in particular radio and lighting facilities and meteorological services, in order to ensure the regularity and safety of air services on the routes specified in the annex.

Article III

(1) The civil aeronautical authorities of the Contracting Parties shall settle all questions concerning the safety and regularity of operation of regular air services on the routes designated in article I of this Agreement.

They shall confer together for this purpose and shall adopt by common agreement all appropriate measures including, if necessary, any modifications of or additions to the regulations in force.

(2) All matters relating to the commercial operation of the regular air services defined in article I of this Agreement, and in particular flight frequencies, the approval of time-tables, agreements for pooling or co-operation, financial settlements between the designated airlines and mutual assistance at airports, shall be dealt with in an equitable manner in an agreement between the designated airlines, to be concluded before the services specified in this Agreement are inaugurated.

(3) Rates shall be fixed at reasonable levels by common agreement between the designated airlines, account being taken of any obligations which either airline may have in respect of international rates. These rates shall be submitted to the aeronautical authorities of the two Contracting Parties for approval.

Article IV

(1) The Contracting Parties agree that fuel, lubricating oils, aircraft stores, spare parts, tools, equipment and apparatus retained on board aircraft operating regular air services on the routes specified in article I of this Agreement shall be transported into and exported from the territory of the other Party free of customs duties, taxes and charges and without import and export licences.

(2) Fuel, lubricating oils, aircraft stores, spare parts, tools, equipment and apparatus necessary for operating the air services specified in this Agreement may be introduced into and transported or stored in the territory of the other Contracting Party and re-exported free of customs duties, taxes and charges and without import and export licences.

(3) The articles which are exempt from duties and charges and import and export licence requirements under paragraphs (1) and (2) of this article may not be disposed of in the territory of the other Contracting Party.

(4) The articles referred to herein shall be subject to supervision by the customs authorities but shall remain at the disposal of the designated airlines.

Article V

(1) The civil aircraft of the Contracting Parties operating the air services specified in this Agreement shall carry the identification marks of their State prescribed for international air traffic. They shall carry the following documents :

(a) Certificate of registration ;

(b) Valid certificate of airworthiness ;

The certificates referred to in sub-paragraphs (a) and (b) may, in accordance with the national regulations of either Contracting Party, be embodied in a single document.

(c) Licences for the radio equipment on board the aircraft ;

(d) Journey log-book or similar document ;

(e) Passenger list ;

(f) Cargo and mail manifest ;

(g) Special permit required to carry certain types of cargo by air.

(2) The captain of the aircraft and the other members of the crew—who must, in the absence of agreement to the contrary between the aeronautical authorities of the two Contracting Parties, be citizens of the Kingdom of Belgium or the Hungarian People's Republic—shall be in possession of valid crew licences.

(3) The Contracting Parties undertake to recognize in their territory the validity of the documents prescribed above on the flights specified in this Agreement.

Article VI

(1) Civil aircraft of one Contracting Party flying over the Territory of the other Party or having landed at its airports shall comply with the laws, rules and regulations concerning aircraft operating international services in force in the State concerned.

(2) During such flights and stops, the laws, rules and regulations concerning passports, customs, currency and health and other regulations relating to aircraft, passengers, baggage, mail and cargo shall be observed.

(3) In case of violation of the laws, rules and regulations referred to in paragraphs (1) and (2) of this article, the Contracting Parties undertake to investigate the matter forthwith and to take the necessary steps to prevent a repetition of such incidents.

Article VII

(1) The airlines designated by each Contracting Party shall have the right to maintain in the territory of the other Contracting Party a representative, the scope of whose activities shall be defined by agreement between the designated airlines.

(2) The said representative shall be a citizen of one of the Contracting Parties.

Article VIII

(1) In the event of a forced landing or accident, the Contracting Parties shall immediately render the necessary assistance to the civil aircraft, crew and passengers of the airlines designated in this Agreement and provide for the safety of the aircraft, mail, baggage and cargo. Any costs thereby incurred shall be reimbursed by the airline to which the assistance was rendered.

(2) In the event of a forced landing or accident in the territory of one of the Contracting Parties resulting in serious damage to the civil aircraft or installations of the other Contracting Party or in the event of personal injury or loss of life or considerable material damage occurring on the ground, the civil aeronautical authority of the Contracting Party in whose territory the landing or accident occurred shall immediately notify the civil aeronautical authority of the other Contracting Party and invite a representative of that authority to attend the inquiry necessary to establish the causes of the incident. The other Contracting Party for its part shall take the necessary measures to ensure that its representative arrives at the scene of the forced landing or of the accident as soon as possible.

(3) If the civil aeronautical authority of the Contracting Party invited to send a representative fails to do so within twenty-four hours of being notified that the said representative may proceed to the scene of the incident, the inquiry may be concluded in his absence. The civil aeronautical authorities of the Contracting Party conducting the inquiry shall report the results thereof in detail to the civil

aeronautical authorities of the other Contracting Party and shall make available to them, either direct or through their representative, an original copy of the report of the inquiry.

Article IX

The surplus of income over expenditure of the designated airlines shall be transferred and any other financial obligations resulting from this Agreement shall be settled in accordance with the financial agreement in force between the Belgian Government and the Government of the Hungarian People's Republic.

Article X

Each Contracting Party reserves the right to suspend or revoke the operating permit issued to the airline designated by the other Contracting Party if it is proved that substantial ownership or effective control of that airline is not vested in the other Contracting Party, its official bodies or its nationals.

Article XI

Any dispute relating to the interpretation or application of this Agreement or its annex shall be settled by direct negotiation between the aeronautical authorities of the two Contracting Parties or, if such negotiations are not successful, through the diplomatic channel.

Article XII

(1) This Agreement shall enter into force provisionally on the date of signature and definitively on the date on which the two Contracting Parties exchange the instruments of ratification through the diplomatic channel.

(2) This Agreement shall remain in force until one of the Contracting Parties gives notice to the other Contracting Party of its desire to denounce it.

The Agreement shall cease to have effect one year after the notice of denunciation has been delivered to the other Contracting Party.

Article XIII

On its entry into force this Agreement shall supersede any previous air transport agreement between the Contracting Parties.

DONE at Budapest on 1 June 1957 in two original copies, in the French and Hungarian languages, both texts being equally authentic.

IN WITNESS WHEREOF the plenipotentiaries have signed and duly sealed this Agreement.

For the Belgian Government :

COLLON

For the Government
of the Hungarian People's Republic :
RÓNAI Rudolf

A N N E X

(1) The "Société anonyme belge d'Exploitation de la Navigation aérienne" (SABENA) is authorized to operate the air services defined in article I of this Agreement¹ on the following routes :

- (a) Brussels—a point in the Federal Republic of Germany—Vienna—Budapest—Athens—and optional points beyond in both directions (without commercial rights between Budapest and Vienna in both directions).
- (b) Brussels—a point in the Federal Republic of Germany—Budapest—Istanbul or Ankara and optional points beyond in both directions.

(2) The "Magyar Légiközlekedési Vállalat" (MALEV) is authorized to operate the air services defined in article I of this Agreement on the following routes :

- (a) Budapest—Vienna—a point in the Federal Republic of Germany—Brussels—London and optional points beyond in both directions.
- (b) Budapest—a point in the Federal Republic of Germany—Brussels—London and optional points beyond in both directions.

(3) The airlines designated by the Contracting Parties are authorized to inaugurate the air services defined in paragraphs (1) and (2) of this annex on the entire route or only on the route from Brussels to Budapest in both directions.

(4) The civil aeronautical authorities of the Contracting Parties may make modifications or changes in or additions to the air routes defined in the annex directly in writing.

EXCHANGE OF LETTERS

I

Sir,

I have the honour to refer to the Belgian-Hungarian Air Transport Agreement signed at Budapest on 1 June 1957.¹

During the negotiations preceding that Agreement it was agreed that :

"The airlines designated to operate the air services specified in article I of the Agreement shall pay, for similar types of aircraft, the same charges for the use of airports and airport equipment and for the use of the same technical installations and service facilities, including any taxes and charges that may be levied by the State. The accounts shall be settled between the designated airlines, regardless of the body furnishing the services."

I have the honour to confirm that my Government is in agreement with the foregoing. I should be grateful if you would inform me whether your Gov-

¹ See p. 34 of this volume.

ernment is also in agreement. If so, this letter and your reply shall be deemed to form part of the Agreement between our two Governments.

I have the honour to be, etc.

Budapest, 1 June 1957

COLLON
Minister of Belgium

Mr. Rudolf Rónai
General Commissioner of Civil Aviation
Budapest

II

Sir,

I have the honour to acknowledge receipt of your letter to me of today's date which reads as follows :

[See letter I]

I have the honour to inform you that my Government is also in agreement with the foregoing.

I have the honour to be, etc.

Budapest, 1 June 1957

RÓNAI Rudolf
General Commissioner of Civil Aviation

Mr. Frédéric Collon
Envoy Extraordinary and Minister Plenipotentiary in Hungary
of His Majesty the King of the Belgians